



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 41]

नई दिल्ली, शनिवार, अक्टूबर 13, 1984/अश्विन 21, 1906

No. 41]

NEW DELHI, SATURDAY, OCTOBER 13, 1984/ASVINA 21, 1906

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह भलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किये गये सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

विधि, न्याय और कम्पनी कार्य मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 24 सितम्बर, 1984

का० आ० 3164.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मैसर्स गुलमोहर एग्रो लिमिटेड जिसका पंजीकृत कार्यालय, दण्डी, भागवा, तालुका ओलपाद, जिला सूरत, गुजरात के कथित अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 1532/81 (के निरस्तीकरण को अधिसूचित करती है।

[संख्या 16/4/84-एम. 3]

वी० पी० गुप्त, निदेशक

MINISTRY OF LAW, JUSTICE & COMPANY AFFAIRS
(Department of Company Affairs)

New Delhi, the 24th September, 1984

S.O. 3164.—In pursuance of sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969

(54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Gulmohar Agro Limited, having its registered office at Dandi, Bhagwa, Taluka Olped, District Surat Gujarat under the said Act (Certificate of Registration No. 1532/81).

[No. 16/4/84-M.III]

V. P. GUPTA, Director

गृह मंत्रालय

(कार्मिक और प्रशासनिक सुधार विभाग)

नई दिल्ली, 21 सितम्बर, 1984

का० आ० 3165—केन्द्रीय सरकार, बंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण ब्यूरो के अधिकारी श्री मदन गोपाल मीना को, किसी भी राज्य या संघ राज्य क्षेत्र में विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापन द्वारा अन्वेषित और/या संस्थित मामलों के और पुनरीक्षण या अपील न्यायालयों में इन मामलों से उत्पन्न होने वाली अपीलों, पुनरीक्षणों या अन्य विषयों के संचालन के लिए और उक्त न्यायालयों में विशेष पुलिस स्थापन द्वारा अन्वेषण किए जा रहे मामलों से उत्पन्न विषय

म उपसंज्ञात होने के लिए भी विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/14/84-ए. बी. डी. II(ii)]

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 21st September, 1984

S.O. 3165.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Shri Madan Gopal Meena, an officer in the Central Bureau of Investigation as Special Public Prosecutor for the conduct of cases investigated and/or instituted by the Delhi Special Police Establishment in trial courts, and appeals, revisions or other matters arising out of these cases in revisional or appellate courts, in any State or Union Territory and also to appear in the said courts in matters arising out of the cases under investigation by the Special Police Establishment.

[No. 225/14/84-AVD.II(ii)]

नई दिल्ली, 22 सितम्बर, 1984

का० भा० 3166.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973 (1974 का 2) की धारा 24 की उपधारा (8) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय अन्वेषण यूरों के अधिकारी मो० लतीफुर रहमान अंसारी को, किसी भी राज्यों या संघ राज्य क्षेत्र में विचारण न्यायालयों में दिल्ली विशेष पुलिस स्थापन द्वारा अन्वेषित और/या संस्थित मामलों के और पुनरीक्षण या अपील न्यायालयों में इन मामलों से उत्पन्न होने वाली अपीलों पुनरीक्षणों या अन्य विषयों के संचालन के लिए और उक्त न्यायालयों में विशेष पुलिस स्थापन द्वारा अन्वेषण किए जा रहे मामलों से उत्पन्न विषयों में उपसंज्ञात होने के लिए भी विशेष लोक अभियोजक नियुक्त करती है।

[संख्या 225/14/84-ए० बी० डी० II(i)]

पी. एन. अनन्तरामन, अवर सचिव

New Delhi, the 22nd September, 1984

S.O. 3166.—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (2 of 1974), the Central Government hereby appoints Md. Latifur Rahman Ansari, an Officer in the Central Bureau of Investigation as Special Public Prosecutor for the conduct of cases investigated and/or instituted by the Delhi Special Police Establishment in trial courts, and appeals, revisions or other matters arising out of these cases in revisional or appellate courts, in any State or Union Territory and also to appear in the said courts in matters arising out of the cases under investigation by the Special Police Establishment.

[No. 225/14/84-AVD.II(i)]

P. N. ANANTHARAMAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 21 मई, 1984

(आय कर)

का० भा० 3167.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (43ख) द्वारा प्रवृत्त शक्तियों

का प्रयोग, करते हुए, केन्द्रीय सरकार एतद्वारा, आयकर आयुक्त जोधपुर को, कर वसूली आयुक्त की शक्तियों का भी प्रयोग करने के लिए प्राधिकृत करती है।

[सं० 5802/का० सं० 398/59/83-भा० क० (ब०)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 21st May, 1984

INCOME-TAX

S.O. 3167.—In exercise of the powers conferred by clause (43B) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the Commissioner of Income-tax, Jodhpur, to exercise the powers of Tax Recovery Commissioner also.

[No. 5802/F. No. 398/59/83-IT(B)]

नई दिल्ली, 7 मगस्त, 1984

आयकर

का० भा० 3168.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उप-खंड (iii) के अनुसरण में वित्त मंत्रालय (राजस्व विभाग) द्वारा दिनांक 18-6-1982 को जारी की गई अधिसूचना सं० 4746/का० सं० 398/19/82 भा० क० (ब०) (1) जिसके अन्तर्गत श्री ए० के० भट्टाचार्य को कर वसूली अधिकारी नियुक्त किया गया था, एतद्वारा रद्द की जाती है।

2. यह अधिसूचना, श्री ए० के० भट्टाचार्य द्वारा कर वसूली अधिकारी के रूप में कार्यभार सुपुर्ब किये जाने की तारीख से लागू होगी।

[सं० 5929/का० सं० 398/10/84-भा० क० (ब०)]

बी० ई० अलेक्जेंडर, अवर सचिव

New Delhi, the 7th August, 1984

INCOME-TAX

S.O. 3168.—The Notification issued in the Ministry of Finance (Department of Revenue) No. 4746 (F. No. 398/19/82-IT(B) dated 18-6-1982, in pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961) appointing Shri A. K. Bhattacharjee, as Tax Recovery Officer is hereby cancelled.

2. This notification shall come into force with effect from the date Shri A. K. Bhattacharjee hands over charge as Tax Recovery Officer.

[No. 5929/F. No. 398/10/84-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 4 जुलाई, 1984

(आय-कर)

का० भा० 3169.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, 'श्री

बद्रीनाथ केदारनाथ टेम्पलस कमेटी" को कर निर्धारण-वर्ष 1980-81 से 1984-85 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं० 5894/फा० सं० 197/91/84-आ० क० (नि०-I)]

New Delhi, the 4th July, 1984

INCOME-TAX

S.O. 3169.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Badrinath-Kedarnath Temples Committee" for the purpose of the said section for the period covered by the assessment years 1980-81 to 1984-85.

[No. 5894/F. No. 197/91/84-IT(AI)]

नई दिल्ली, 9 अगस्त, 1984

(आय-कर)

का० आ० 3170.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, "दिल्ली पारसी अंजुमन" को उक्त खण्ड के प्रयोजनार्थ कर निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए एतद्वारा अधिसूचित करती है।

[सं. 5936/फा. सं. 197/244/83-आ० क० (नि-1)]

New Delhi, the 9th August, 1984

(INCOME-TAX)

S.O. 3170.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Delhi Parsi Anjuman" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5936/F. No. 197/244/83-IT(AI)]

नई दिल्ली, 6 सितम्बर, 1984

(आयकर)

का० आ० 3171.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "श्री श्रुंगेरी मठ, श्रुंगेरी" को कर निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5960/फा. सं. 197/259/82-आ० क० (नि-1)]

New Delhi, the 6th September, 1984

(INCOME-TAX)

S.O. 3171.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby

notifies "Sri Sringeri Mutt, Sringeri" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5960/F. No. 197A/259A/82-IT(AI)]

नई दिल्ली, 12 सितम्बर, 1984

(आयकर)

का० आ० 3172.—आयकर अधिनियम, 1961 (1961 का 43) धारा 10 की उपधारा (23ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "श्री शारदा पीठम्" को कर निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5973/फा. सं. 197-क/259/82-आ. क० (नि-1)]

New Delhi, the 12th September, 1984

(INCOME-TAX)

S.O. 3172.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Sharada Peetam" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5973 F. No. 197-A/259-B/82-IT(AI)]

नई दिल्ली, 13 सितम्बर, 1984

(आयकर)

शुद्धिपत्र

का० आ० 3173.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, एतद्वारा, अपनी अधिसूचना संख्या 5677 दिनांक 3-3-84 में निम्नलिखित संशोधन करती है:—

"ऐरावाडी सस्था टेम्पल, अदयार, मद्रास" के स्थान पर "ऐरावाडी सस्था टेम्पल, ऐरावाडी तालुका जिला तिरुनेलवेली (तमिलनाडु)" पढ़े।

[सं० 5978/फा० सं० 176/53/82-आ० का० (नि० I)]

New Delhi, the 13th September, 1984

INCOME-TAX

CORRIGENDUM

S.O. 3173.—In exercise of the powers conferred by sub-section (2)(b) of Section 80-G of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following correction to its Notification No. 5677 dated 3-3-84. For "Eravadi Sastha Temple, Adayar, Madras"

Read "Eravadi Sastha Temple, Eravadi Taluk, Tirunelveli Distt. (Tamil Nadu)".

[No. 5978/F. No. 176/53/82-IT(AI)]

नई दिल्ली, 25 सितम्बर, 1984

(आयकर)

का. आ. 3174:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, "श्री जगद्गुरु महासंस्थानम्" को उक्त धारा के प्रयोजनार्थ, कर निर्धारण वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 6004/फा. सं. 197-क/259/82-आ. क. (नि.1)]

New Delhi, the 25th September, 1984

(INCOME-TAX)

S.O. 3174.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Jagadguru Mahasamsthanam" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 6004/F. No. 197-A/259/82-IT(AI)]

का. आ. 3175:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "श्री भ्रामारम्बा मल्लिकार्जुन स्वामी देवस्थानम्, श्री सेलम, आन्ध्र प्रदेश" को कर निर्धारण-वर्ष 1985-86 से 1987-88 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5997/फा. सं. 197-क/180/82-आ. क. (नि-1)]

S.O. 3175.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Bhramaramba Mallikarjuna Swamy Devasthanam, Srisailem, Andhra Pradesh" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5997/F. No. 197-A/180/82-IT(AI)]

का. आ. 3176:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "श्री हरिहर पुत्र भजन समाज (रजिस्टर्ड), बम्बई को कर निर्धारण-वर्ष 1984-84 से 1985-86 तक के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5996/फा. सं. 197/67/83-आ. क. (नि-1)]

S.O. 3176.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shree Hariharaputra Bhajan Samaj (Regd.), Bombay" for the purpose of the said section for the period covered by the assessment years 1983-84 to 1985-86.

[No. 5996/F. No. 197/67/83-IT(AI)]

का. आ. 3177:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खण्ड के प्रयोजनार्थ, "दिवान श्री उत्तरादि मठ संस्थानम्, धारवाड़ (कर्नाटक)" को कर निर्धारण-वर्ष 1985-86 से 1987-88 के अंतर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 5999/फा. सं. 197-क/204/82-आ. क. (नि-1)]

S.O. 3177.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Diwan Shri Uttaradi Mutt Sansthanam, Dharwar (Karnataka)" for the purpose of the said section for the period covered by the assessment years 1985-86 to 1987-88.

[No. 5999/F. No. 197-A/204/82-IT(AI)]

शुद्धि-पत्र

का. आ. 3178:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा दिनांक 11-1-1984 की अधिसूचना संख्या 5576 में निम्नलिखित शुद्धि करती है:—

"केन्द्रीय सरकार एतद्वारा "सेंट जॉन डि ब्रिट्टे कान्वेंट सत्यमंगलम्" को अधिसूचित करती है"

के स्थान पर

"केन्द्रीय सरकार एतद्वारा 'दि इंस्टीट्यूट ऑफ फ्रांसिस्कन मिशनरीज ऑफ मेरी सोसाइटी सं. 11)' को अधिसूचित करती है"

पढ़ें

[सं. 6002/फा. सं. 197/165/82-आ. क. (नि-1)]

आर. के. तिवारी, अवर सचिव

CORRIGENDUM

S.O. 3178.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby makes the following correction in its Notification No. 5576 dated 11-1-1984:—

For "the Central Government hereby notifies 'St. John de Britte Convent Sathyamangalam'"

Read "the Central Government hereby notifies 'The Institute of the Franciscan Missionaries of Mary Society No. 11.'"

[No. 6002/F. No. 197/165/82-IT(AI)]

R. K. TEWARI, Under Secy.

(आर्थिक कार्य विभाग)

New Delhi, the 19th September, 1984

(बैंकिंग प्रभाग)

नई दिल्ली, 19 सितम्बर, 1984

का० आ० 3179.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सफाई पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबंध 30 सितम्बर, 1984 तक बैंक आफ कोचीन लिमिटेड पर उस सीमा तक लागू नहीं होंगे जब तक कि विनिर्दिष्ट रूप में लेखा परीक्षकों की रिपोर्ट के साथ 31 दिसम्बर 1983 को इसके लेखाओं तथा तुलन पत्रों का प्रकाशन और 30 जून, 1984 तक की बढ़ाई गई अवधि के भीतर इन रिटर्नों की तीन-तीन प्रतियाँ रिजर्व बैंक को प्रस्तुत करना आवश्यक है।

[सं० 15/20/84 बी० आ० III]

माधव लाल, अवर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 19th September, 1984

S.O. 3179.—In exercise of powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendations of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act shall not apply to the Bank of Cochin Ltd. upto 30th September, 1984 in so far as it is required to publish the accounts and balance sheet together with the Auditors' report in the prescribed manner and submit three copies thereof as returns to Reserve Bank with the extended period upto 30th June, 1984.

[No. 15/20/84-B.O.III]

MADHAV LAL, Under Secy.

नई दिल्ली, 19 सितम्बर, 1984

का. आ. 3180.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री हरिदास पारिख को फर्रुखाबाद ग्रामीण बैंक, फर्रुखाबाद का अध्यक्ष नियुक्त करती है तथा 31-8-84 से प्रारम्भ होकर 31-8-1987 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री हरिदास पारिख अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-16/82-आर. आर. बी.]

एस. एस. हसूरकर, निदेशक

S.O. 3180.—In exercise of the powers conferred by sub-section (1) of section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Hari Das Parikh as the Chairman of the Farrukhabad Gramin Bank, Farrukhabad and specifies the period commencing on the 31-8-1984 and ending with the 31-8-1987 as the period for which the said Shri Hari Das Parikh shall hold office as such Chairman.

[No. 2-16/82-RRB]

S. S. HASURKAR, Director

वाणिज्य मंत्रालय

(वाणिज्य विभाग)

नई दिल्ली, 25 सितम्बर, 1984

(तम्बाकू उद्योग विकास नियंत्रण)

का० आ० 3181.—केन्द्रीय सरकार, तम्बाकू बोर्ड नियम, 1976 के नियम 3 और नियम 4 के साथ पठित तम्बाकू बोर्ड अधिनियम, 1975 (1975 का 4) की धारा 4 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्री बी० सी० केशव राव, सदस्य राज्य सभा को तम्बाकू बोर्ड का सदस्य नियुक्त करती है और निदेश देती है कि भारत सरकार के वाणिज्य मंत्रालय (तम्बाकू उद्योग विकास नियंत्रण) की अधिसूचना सं. का. आ. 5417, तारीख 17 दिसम्बर, 1975 में निम्नलिखित और संशोधन किया जाएगा, अर्थात्:—

उक्त अधिसूचना में, विद्यमान क्रम सं. 4 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:—

“4. श्री बी० सी० केशव राव, सदस्य राज्य सभा द्वारा संसद सदस्य (राज्य सभा) निर्वाचित किया गया। ”
19, नार्थ एवेन्यू, नई दिल्ली।

स्थायी पता :

“नागरत्न निलयन,

आनन्दराव रोड, अंगोल,

जिला प्रकाशम, आन्ध्र प्रदेश।

धारा 4 की उपधारा (4)

के खण्ड (ग) के उप खण्ड

(i) के अधीन नियुक्त किए

गए।

[का० सं० 8/6/82-ई० पी० (एग्री- VI)

ए० एस० चोपड़ा, डैस्क अधिकारी

MINISTRY OF COMMERCE

(Department of Commerce)

New Delhi, the 25th September, 1984

(Tobacco Industry Development Control)

S.O. 3181.—In exercise of the powers conferred by sub-section (4) of section 4 of the Tobacco Board Act, 1975 (4 of 1975) read with rules 3 and 4 of the Tobacco Board

Rules, 1976 the Central Government hereby appoints Shri V. C. Kesava Rao, Member, Rajya Sabha as Member of Tobacco Board and directs that the following further amendments shall be made in the Notification of the Government of India in the Ministry of Commerce (Tobacco Industry Development Control) No. S.O. 5417 dated the 17th December, 1975, namely :—

In the said notification, for the existing serial No. 4 and entries relating thereto, the following shall be substituted, namely :—

"4. Shri V. C. Kesava Rao Member of Parliament (Rajya Sabha) 19, North Avenue, New Delhi.

Permanent Address:—"Nagaranta Nilayan, Anandarao Road Ongole, Distt. Prakasam, Andhra Pradesh. Appointed under sub-clause (1) of clause (c) of sub-section (4) of section 4.

Member-Elected by the Rajya Sabha".

[F. No. 8/6/82-EP (AGRI-VI)]

A.L. CHOPRA, Desk Officer

(मुख्य-नियंत्रक आयात-निर्यात का कार्यालय)

(बी. एल. अनुभाग)

नई दिल्ली, 21 सितम्बर, 1984

आदेश

का. आ. 3182.—कैप्टन त्रिलोचन सिंह महेन्द्रा मार्फत श्री. एस. आनन्द, 41 पश्चिम मार्ग, बसन्त विहार, दिल्ली-57 को पागमोट 305 एस आर कार के आयात के लिए 55,000/- रु. मात्र का एक सीमा-शुल्क निकासी परमिट सं. पी/जे/3072135 दिनांक 12-4-1984 प्रदान किया गया था। आवेदक ने उपर्युक्त सीमा शुल्क निकासी परमिट की अनुलिपि प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि मूल सीमा-शुल्क निकासी परमिट किसी भी सीमा शुल्क प्राधिकारी से पंजीकृत नहीं कराया गया था और इस प्रकार सीमा शुल्क निकासी परमिट के मूल्य का बिल्कुल भी उपयोग नहीं किया गया है।

2. अपने तर्कों के समर्थन में, लाईसेंसधारी ने यथोचित न्यायिक प्राधिकारी के सम्मुख विधिवत् शपथ लेकर एक शपथ-पत्र दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि मूल सीमा-शुल्क निकासी परमिट सं. पी/जे/3072135 दिनांक 12-4-84 आवेदक से खो गया है। समय-समय पर यथासंशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-13-1955 के उपखंड 9 (सी सी) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए कैप्टन त्रिलोचन सिंह महेन्द्रा को जारी किया गया उक्त मूल-सीमा शुल्क निकासी परमिट सं. पी/जे/3072135 दिनांक 12-4-1984 एतद्वारा रद्द किया जाता है।

3. सीमा शुल्क निकासी परमिट की अनुलिपि प्रति पार्टी को आग से जारी की जा रही है।

[म. सं. ए/एम-41/83-84/1955]

एन. एस. कृष्णामूर्ति, उप-मुख्य नियंत्रक, आयात-निर्यात कृते मुख्य नियंत्रक, आयात-निर्यात

(Office of The Chief Controller of Imports & Exports)

(B.L. Section)

New Delhi, the 21st September, 1984

ORDER

S.O. 3182.—Captain Trilochan Singh Mahindra C/o B. S. Anand, 41 Pashchim Marg, Vasant Vihar, Delhi-57. was granted a Customs Clearance Permit No. P/J/3072135 dated 12-4-1984 for Rs. 55,000 only for import of Peugeot 305 SR Car. The applicant has applied for issue of Duplicate copy of the above mentioned Customs Clearance Permit on the ground that the original CCP has been misplaced. It has further been stated that the original CCP was not registered with any Customs authority and such the value of the CCP has not been utilised at all.

2. In support of his contention, the licensee has filed an affidavit duly sworn before appropriate judicial authority. I am accordingly satisfied that the original CCP No. P/J/3072135 dated 12-4-1984 has been lost by the applicant. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended from time to time, the said original CCP No. P/J/3072135 dated 12-4-1984 issued to Captain Trilochan Singh Mahindra is hereby cancelled.

3. A duplicate copy of the Customs Clearance Permit is being issued to the party separately.

[F. No. A/M-41/83-84/1955]

N. S. KRISHNAMURTHY, Dy. Chief Controller
of Imports & Exports
for Chief Controller of Imports & Exports

नई दिल्ली, 24 सितम्बर, 1984

आदेश

का. आ. 3183.—सर्वश्री आन्ध्र प्रदेश रिफ़ैक्टरीज लिमिटेड 6-6-655/2/4 सोमाजी गुड्ड, हैदराबाद को मुक्त विदेशी मुद्रा के मद्दे स्विट्जरलैंड से एक नग 350 टन हाईड्रोलिक प्रैस के आयात के लिए 29,02,600/- रु. मात्र (एस डब्ल्यू एफ आर 591820) का एक आयात लाईसेंस सं. पी/सी. जी/2094561 दिनांक 31-10-83 प्रदान किया गया था।

2. अब फर्म ने आयात लाईसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति जारी करने के लिए इस आधार पर अनुरोध किया है कि मूल आयात लाईसेंस सीमा-शुल्क प्राधिकारियों के पास पंजीकृत कराने से पूर्व ही खो गया है और उसका बिल्कुल भी उपयोग नहीं किया गया है। कुल धनराशि जिसके लिए अब अनुलिपि मुद्राविनियम नियंत्रण प्रति की आवश्यकता है वह पूरे मूल्य अर्थात् 29,02,600/- रु. (एस डब्ल्यू एफ आर 591820) के लिए है। फर्म सहमत है और वचन देती है कि यदि आयात लाईसेंस की मूल मुद्रा-विनियम नियंत्रण प्रति लिए गई सी इस कार्यालय को रिकार्ड के लिए लौटा देंगे।

3. अपने तर्कों के समर्थन में फर्म में 1984-85 की आयात निर्यात क्रियाविधि हंडबुक के अध्याय 15 के 353 में यथा अपेक्षित एक शपथ पत्र दाखिल किया है।

प्रबोद्धताभरी संतुष्ट है कि मूल आयात लाईसेंस सं. पी/सी जी / 2094561 दिनांक 31-10-83 खो गया है और निवेश देता है कि आयात लाईसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति फर्म को जारी कर दी जाए। आयात लाईसेंस की मूल मुद्रा विनियम नियंत्रण प्रति रद्द कर दी गई है।

4. आयात लाईसेंस की अनुलिपि मुद्रा विनियम नियंत्रण प्रति अलग से जारी की जा रही है।

[मि. सं. 1052/81/33/सी जी/207]

पॉल बेक, उप मुख्य नियंत्रक आयात निर्यात
कृते मुख्य नियंत्रक, आयात-निर्यात

New Delhi, the 24th September, 1984

ORDER

S.O. 3183.—M/s. Andhra Pradesh Refractories Limited 6-6-655/2/4 Somaji Gudu, Hyderabad were granted an import licence No. P/CG/2094561 dated 31-10-83 for Rs. 29,02,600 (SW. FR 591820) only for import of One No. 350 tonnes Hydraulic Press from Switzerland against free foreign exchange.

2. The firm has now requested for the issue of duplicate Exchange Control Copy of import licence on the ground that the original import licence has been lost before having been registered with Customs authorities and not utilized at all. The total amount for which the duplicate Exchange Control Copy is now required is to cover the entire value of Rs. 29,02,600 (SW F.R. 591820). The firm agrees and undertakes to return the original exchange control copy of import licence if traced to this office for record.

3. In support of their contention the firm has filed an affidavit as required in 353 of Chapter XV of Hand Book of Import-Export Procedures 1984-85. The undersigned is satisfied that the original import licence No. P/CG/2094561 dated 31-10-83 has been lost and directs that duplicate Exchange Control copy of import licence of the licence may be issued to the firm. The original Exchange Control copy of import licence has been cancelled.

4. The duplicate Exchange Control copy of import licence is being issued separately.

[F. No. 1052/81/33/CG IV-207]

PAUL BECK, Dy. Chief Controller
of Imports & Exports
for Chief Controller of Imports & Exports

(संयुक्त मुख्य नियंत्रक, आयात-निर्यात का कार्यालय)

(केन्द्रीय लाईसेंस क्षेत्र)

नई दिल्ली, 30 अगस्त, 1984

विरस्त आदेश

क्र. आ. 3184--सर्वश्री मिनरल आरिन्टल लिमिटेड, जैलोर (राजस्थान) को एक आयात लाईसेंस सं. पी. सी. जी. /2080676 दिनांक 5-4-84 वास्ते रु. 2,72,064 फ्लेम जेट और सिंगल आईमन्ड ब्लेड गैंगसा के आयात हेतु जारी किया गया था :

आवेदक फर्म ने इस कथन के समर्थन में अपने एक शपथ-पत्र आयात-निर्यात की कार्यविधि पुस्तिका 1984-85 के पैरा 353 के अन्तर्गत प्रस्तुत किया है जिसमें उन्होंने कहा है कि उपरोक्त लाईसेंस सं. पी. /सी जी/2080676 दिनांक 5-4-84 वास्ते रु. 2,72,064- अग्रिम- मार्ग की अवधि के लिये जारी लाईसेंस की कस्टम एवं एक्सचेंज दोनों कापी बिना किसी कस्टम प्राधिकारी के पास पंजीकृत किये एवं बिना उपयोग किये ही कहीं खो गई है/अस्थानस्थ हो गई है। डुप्लीकेट कस्टम एवं एक्सचेंज कापी बकाया राशि 2,72,064/- को पूरा करने के लिए चाहिये।

मैं सन्तुष्ट हूँ कि उक्त आयात लाईसेंस की मूल कस्टम एवं एक्सचेंज कापी खो गई है।

अतः आयात-व्यापार नियंत्रण आदेश 1955 दि. 7-12-55 (यथा संशोधित) की धारा 9(सी सी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाईसेंस सं. पी सी. जी./2080676 दि. 5-4-84 वास्ते रु. 2,72,064- की मूल कस्टम एवं एक्सचेंज कापी की निरस्त करने का आदेश देता हूँ।

आवेदक की प्रार्थना पर अब आयात निर्यात की कार्य विधि पुस्तिका 19 के पैरा के अनुसार उत्तर लाईसेंस सं. --- दि. की ---कापी की अनुलिपि (डुप्लीकेट कापी) जारी करने पर विचार किया जायेगा।

[फाईल सं. सी जी/एसएसआई-129/एम 84/सीएलए 274]

(Office of the Joint Chief Controller of Imports & Exports)

(Central Licensing Area)

New Delhi, the 30th August, 1984

CANCELLATION ORDER

S.O. 3184.—M/s. Mineral Oriental Ltd., Jalore (Rajasthan), were granted Import Licence No. P/CG/2080676 dt. 5-4-84 for Rs. 2,72,064/- for import of (1) Flame Jet (2) Single Diamond Blade Gangsaw.

The applicant has filed an affidavit as required under Para 353 of Hand Book of Import-Export Procedure 1984-85 wherein they have stated that Custom Purpose and Exchange Control copy both copies of the licence No. P/CG/2080676 dated 5-4-84 for Rs. 2,72,064 issued for the period AM. 84 has been lost/misplaced without having been registered with any custom authority and utilised at all.

The duplicate Customs Purpose/Exchange Control copy is required to cover the balance value of Rs. 2,72,064.

I am satisfied that both Customs Purpose copy and Exchange Control copy of the licence has been misplaced.

In exercise of the powers conferred on me under subject clause 9(cc) in the Import Trade Control Order 1955 dated 7-12-55 as amended upto date, the said original both customs purpose copy and Exchange Control copy of licence No. P/CG/2080676 dated 5-4-84 for the value of Rs. 2,72,064 is hereby cancelled.

[File No. CG/SSI-129/AM.84/AU.II/CLA/274]

निरस्त आदेश

का. आ. 3185—सर्वश्री, एन्डी, इंजीनियर्स, 1 जिन स्कैनट्रॉनिक्स, प्लॉट सं. 193, एच. एस. आई. डी. सी. कॉम्प्लेक्स, डुण्डेहेरा, जिला गुडगांव (प्रोपराईटर श्रीमती नीलू लाम्बा) को आयात लाईसेंस सं. पी सी जी 2080303/सी XX/दिनांक 24-12-82 वास्ते रु. 2,30,969 'प्रिसिजन टेस्ट गैज-1' फिग 214 संख्या में (ब) प्रिसिजन टेस्ट गैजस ट्यूब फिग 2156 संख्या में (2) डिफरेंशियल प्रेशर टेस्ट गैज फिग 279 एक चार की संख्या में (3) हाई प्रेशर प्रिजिशन रेगुलेटर तीन की संख्या में (4) डेड वेट प्रिसिजन टेस्टर एक की संख्या में (5) माडल ए एल आर एल ओ इन्वेंट्रको फ्यूमेटिक केलिब्रेटर बुलेटिन हैन्ड पम्प के साथ एक की संख्या में (6) ट्रेम्पंचर कैलीब्रेशन बाथ एक की संख्या में (7) टेस्ट बेंच कैलीब्रेशन के लिये एक की संख्या में, के आयात के लिये जारी किया गया था

आवेदक फर्म ने इस कथन के समर्थन में अब एक शपथ पत्र आयात-निर्यात की कार्यविधि प्रस्तुत 1984-85 के पैरा 353 के अन्तर्गत प्रस्तुत किया है जिसमें उन्होंने कहा है कि लाईसेंस की कस्टम प्रयोजन कापी सं. पी सी जी 2980303 दिनांक 24-12-82 वास्ते रु. 2,30,969 अप्रैल माच 83 की अवधि के लिए जारी बिना किसी कस्टम प्राधिकारी के पास पंजीकृत किये एवं बिना उपयोग किये हो कहीं खो गई हैं/अस्थानस्थ हो गई है डूलीकेट कस्टम कारो बकाया राशि 2,32,969 रु. की पूर्ति के लिये अपेक्षित हैं। मैं संतुष्ट हू कि उक्त आयात लाईसेंस की मूल कस्टम प्रयोजन कापी खो गई है। अस्थानस्थ हो गई है।

अतः आयात-व्यापार नियंत्रण आदेश 1955 धिनाक 7-12-55 (यथा संशोधित) की धारा 9 (सी सी) में प्रस्तुत अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाईसेंस सं. पी/सी जी/2080303 दिनांक 24-12-82 की मूल कस्टम प्रयोजन कापी को निरस्त करने का आदेश देता हूँ।

फा० सं० सीजी/एसएस आई-93/एन 81/एयू II/सीएलए/1414]

डा. आर. के. धवन, उप मुख्य नियंत्रक,

आयात-निर्यात

कृते संयुक्त मुख्य नियंत्रक, आयात-निर्यात

CANCELLATION ORDER

S.O. 3185.—M/s. Endee Engineers Div. Scantronics, Plot No. 193, HSIDC Complex Dundahera Distt. Gurgaon. (Prop. Mrs. Neelu Lamba) were granted Import licence No. P/CG/2080303/C/XX dated 24-12-82 for Rs. 2,30,969 for import of (1) (A) Precision Test Gages-1" FIG 214 Nos. (B) Precision Test Gages with tube FIG 215 Nos. (2) Differential Pressure Test Gage FIG 279F 4 Nos. (3) High Pressure Precision Regulator 3 Nos. (4) Dead Weight Precision Testor 1 No. (5) Model Alolo/Electro Pneumatic Calibrator with built-in hand pump 1 No. (6) Temperature Calibration Bath 1 No. (7) Test Bench for Calibration 1 No.

The applicant has filed an affidavit as required under para 353 of Hand Book of Import-Export Procedure 1984-85, wherein they have stated that the Custom Purpose copy of

the licence No. P/CG/2080303 dated 24-12-82 for Rs. 2,30,969 issued for the period AM.83 has been lost/misplaced without having been registered with any Custom authority and without having utilised at all.

The duplicate Customs Purpose copy is required to cover the balance value of Rs. 2,30,969.

I am satisfied that the Customs Purpose copy of the said licence has been misplaced/lost.

In exercise of the powers conferred on me under subject clause 9(cc) in the Import Trade Control Order 1955 dated 7-12-55 as amended upto date, the said original Customs Purpose copy of licence No. P/CG/2080303 dated 24-12-82 for the value of Rs. 2,30,969 is hereby cancelled.

[File No. CG/SSI-93/AM.81/AU.II/CLA/1414]

Dr. R. K. DHAWAN, Dy. Chief Controller

of Imports and Exports,

for Jt. Chief Controller of Imports & Exports.

विदेश मंत्रालय

नई दिल्ली, 20 सितम्बर, 1984

का० भा० 3186—राजनयिक एवं कौंसली अधिकारी (शपथ एवं शुल्क) अधिनियम 1948 की धारा 2 के खंड (क) (के) अनुपालन में केन्द्र सरकार इसके द्वारा, जैदा स्थित भारतीय राजदूतावास में सहायक श्री जितेंद्र को 18-9-84 से कौंसली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं० टी० 4330/2/84]]

बी० आर० घुलियानी, उप-सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 20th September, 1984

S.O. 3186.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri Jitendra, Assistant in the Embassy of India, Jeddah to perform the duties of Consular Agent with effect from 18-9-84.

[No. T. 4330/2/84]

B. R. GHULIANI, Dy. Secy.

ऊर्जा मंत्रालय

(पेट्रोलियम विभाग)

नई दिल्ली, 27 सितम्बर, 1984

का. आ. 3187—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल-96 से के-194 से जी जी एस -4 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और यतः यह प्रतीत होता है कि ऐसी लाईनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कलोल -96 से के-194 से जी जी एस-4 तक पाइप लाइन बिछाने के लिये
राज्य-गुजरात जिला-मेहसाना तालुका-कलोल

गांव	सर्वे नं	हेक्टेयर	आर	सेंटीयर
कलोल	252/143	0	13	35
	252/142	0	09	00
	कार्ट ट्रक	0	00	65
	252/140	0	13	50
	252/98	0	17	82
	252/69	0	19	50
	252/100	0	12	45
	252/39	0	08	34
	252/37	0	08	81
	252/34	0	08	19

[सं. O-12016/101/84-ओएन जी-डी-4]

MINISTRY OF ENERGY

(Department of Petroleum)

New Delhi, the 27th September, 1984

S.O. 3187.—Whereas it appears to the Central Government that it is necessary in the public interest, that for the transport of petroleum from KALOL-96 to K-194 to GGS-4 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

865 GI/84-2

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein,

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Oil & Natural Gas Commission, Construction & Maintenance Division, Makarpura Road, Vadodara (3900009.)

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM KALOL-96 TO K-194 TO GGS-4
STATE : GUJARAT (DIST. : MEHSANA TALUKA: KALOL

Village	Survey No.	Hectare	Are	Centiare
KALOL	252/143	0	13	35
	252/142	0	09	00
	Cart track	0	00	65
	252/140	0	13	50
	252/98	0	17	82
	252/69	0	19	50
	252/100	0	12	45
	252/39	0	08	34
	252/37	0	08	81
	252/34	0	08	19

[No. O-12016/101/84-ONG-D-4]

का. आ. 3188.—अतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि गुजरात राज्य में कलोल-231 से कलोल-16 तक पेट्रोलियम के परिवहन के लिये पाइपलाइन तेल तथा प्राकृतिक गैस आयोग द्वारा बिछाई जानी चाहिए।

और अतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिये एतदुपाय अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

बशर्ते कि उक्त भूमि में हितबद्ध कोई व्यक्ति, उस भूमि के नीचे पाइप लाइन बिछाने के लिए आक्षेप सक्षम प्राधिकारी, तेल तथा प्राकृतिक गैस आयोग, निर्माण और देखभाल प्रभाग, मकरपुरा रोड, वडोदरा-9 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा।

और ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टता यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिगत हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

कलोल-231 से कलोल-16 तक पाइप लाइन बिछाने के लिए।

राज्य—गुजरात जिला मेहसाना तालुका कलोल

गांव	सर्वे नं	हेक्टेयर	आर	सेटीयर
साईज	1535/पी	0	03	60
	1535/पी	0	04	50
	1535/पी	0	04	72
	1533	0	04	00

[सं० O-12016/102/84-ओ एन जी-डी-4]

पी०के० राजगोपालन, डेस्क अधिकारी

S.O. 3188.—Whereas it appears in the Central Government that it is necessary in the public interest that for the transport of petroleum from KALOL-231 to KALOL-16 in Gujarat State pipeline should be laid by the Oil & Natural Gas Commission;

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein ;

Provided that any person interested in the said land may, within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority. Oil & Natural Gas Commission, Construction & Maintenance Division, Markarpura, Road, Vadodara (390009).

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

SCHEDULE

PIPELINE FROM KALOL-231 TO KALOL-16

STATE : GUJRAT DIST. : MEHSANA TALUKA : KAL CI

village	Survey No.	Hectare	Are	Centiare
SAIJ	1535/P	0	03	60
	1535/P	0	04	50
	1535/P	0	04	72
	1533	0	04	00

[No. O-12016/102/84/ONG-D-4]

P. K. RAJAGOPALAN, Desk Officer

(कोयला विभाग)

नई दिल्ली, 25 सितम्बर, 1984

शुद्धि-पत्र

का०आ० 3189.—भारत के राजपत्र तारीख 3 मार्च, 1984 के भाग 2, खण्ड 3, उपखण्ड II में पृष्ठ 551-552 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला

विभाग) की अधिसूचना का० आ० सं० 639 तारीख 14 फरवरी, 1984 में—

पृष्ठ 552 पर—

सीमा वर्णन में :-

(1) रेखा ट-ठ में—“बिंदु ‘ठ’ पर मिलती है।” के स्थान पर “बिंदु ‘ठ’ पर मिलती है :” पढ़िए।

(2) रेखा ड-ड में—“रेखा मेहपानी” के स्थान पर “रेखा मोहपानी” पढ़िए।

(3) रेखा व-भ में—
“बिंदु ‘झ’ पर मिलती है” के स्थान पर “बिंदु ‘झ’ पर मिलती है” पढ़िए।

[सं० 19/26/83-सी एल/सीए]

(Department of Coal)

New Delhi, the 25th September, 1984

CORRIGENDUM

S.O. 3189.—In the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 639, dated 14th February, 1984, published at pages 552 and 553 of the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 3rd March, 1984;

dated page 553 :

In the Boundary Description—

(1) in line Q-R for “Ratitkarar” read “Ratikarar”

(2) in line W-X for “Paragaon” read “Baragaon”

[No. 19/26/83-CL-CA]

नई दिल्ली, 26 सितम्बर, 1984

का०आ० 3190.—केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास), अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) तारीख 2 अप्रैल, 1983 के पृष्ठ 1716 से 1724 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं० का० आ० 1736 तारीख 16 मार्च, 1983 को विखंडित करती है।

[सं० 19/6/82-सी एल/सी ए]

समय सिंह, अव्वर सचिव

New Delhi, the 26th September, 1984

S.O. 3190.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Area (Acquisition and Development) Act, 1957, (20 of 1957), the Central Government hereby recinds the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 1736 dated the 16th March, 1983, published at pages 1716 to 1724 in part II section 3, sub-section (ii) of the Gazette of India dated the 2nd April, 1983.

[No. 19/6/82-CL-CA]

SAMAY SINGH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 22 सितम्बर, 1984

आदेश

का०आ० 3191.—यतः भारत सरकार के स्वास्थ्य मंत्रालय की 26 जुलाई, 1962 की अधिसूचना सं० एस०ओ० 2455 के द्वारा केन्द्रीय सरकार यह निदेश देती है कि ओक्लाहोमा विश्वविद्यालय, अमेरिका द्वारा प्रदत्त डाक्टर ऑफ मेडिसिन चिकित्सा अर्हता भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) के प्रयोजनार्थ मान्यताप्राप्त चिकित्सा अर्हता है;

और यतः डा० मोगन ट्रोयोलन जूनियर, जो उक्त अर्हता रखते हैं, वे फिलहाल धर्मार्थ कार्य के लिए क्रिश्चियन अस्पताल, द चर्च आफ नाथ इंडिया, कासगंज, जिला इटाहा, उत्तर प्रदेश से सम्बद्ध हैं;

आः अब उक्त अधिनियम की धारा 14 की उपधारा (i) के परन्तुक के खण्ड (ग) के अनुसरण में केन्द्रीय सरकार एतद्वारा यह निर्दिष्ट करती है कि:—

- (1) दो वर्ष की अवधि के लिए या
- (2) वह अवधि जिसके दौरान डा० मोगन ट्रोयोलन, उक्त क्रिश्चियन अस्पताल द चर्च आफ इंडिया कासगंज, जिला इटाहा, उत्तर प्रदेश से सम्बद्ध रहते, हैं, और यह अवधि जब तक उक्त डाक्टर की मेडिकल प्रैक्टिस सीमित होगी।

[सं० बी० 11016/12/84-एम०ई० (पी०)]

रवीन्द्र नाथ तिवारी, उप सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 22nd September, 1984

ORDER

S.O. 3191.—Whereas by the notification of the Government of India in the Ministry of Health No. S.O. 2455, dated the 26th July, 1962, the Central Government has directed that the medical qualification, Doctor of Medicine granted by the University Oklahoma, U.S.A. shall be recognised medical qualification for the purpose of the Indian Medical Council Act, 1956 (102 of 1956);

And whereas Dr. Morgan Troyolen Jr., who possesses the said qualification is for the time being attached to the Christian Hospital, The Church of North India, Kasganj, Distt. Etah, U.P. for the purposes of charitable work;

Now, therefore, in pursuance of clause (c) of the proviso to sub-section (1) of section 14 of the said Act, the Central Government hereby specifies—

- (i) a period of two years or
- (ii) the period during which Dr. Morgan Troyolen is attached to the said Christian Hospital, The Church of India.

Kasganj, District Etah, Uttar Pradesh whichever is shorter, as the period to which the medical practice by the aforesaid doctor shall be limited.

[No. V. 11016/12/84-ME(P)]

R. N. TIWARI, Dy. Secy.

कृषि मंत्रालय

(कृषि अनुसंधान तथा शिक्षा विभाग)

नई दिल्ली, 22 सितम्बर, 1984

का०आ० 3192.—भारतीय कृषि अनुसंधान परिषद द्वारा बनायी गई स्थायी विस्तार समिति की नियमावली 4 के विनियम-2(iv) के साथ पठित तथा ए०पी० उपकर, 1940 की धारा 7(2) में दिये गये प्रावधान के अनुसरण में, भारतीय कृषि अनुसंधान परिषद् ने दिनांक 30-6-1984 को शासी निकाय का बैठक में डा० डी०के० सालुके और डा० एस०एन० द्विवेदी, जिनका शासी निकाय में सदस्य बने रहने की कालावधि समाप्त हो गई है, उनके आकस्मिक रिक्त स्थान पर स्थायी विस्तार समिति के निम्नलिखित दो सदस्यों का चुनाव कर लिया है:—

1. डा०एस०एन० द्विवेदी, (दोबारा निर्वाचित) निदेशक, केन्द्रीय मात्स्यिकी शिक्षा संस्थान, पी०बी० संख्या-7392, बम्बई-400061 (एम०एस०)
2. डा०बैद्य नाथ मिश्रा, कुलपति, उड़ीसा कृषि तथा प्रौद्योगिकी विश्वविद्यालय, भुवनेश्वर-751003 (उड़ीसा)

2. स्थायी विस्तार समिति के नियम-3 के विनियम 5 के अंतर्गत, उपरोक्त चुने गये शासी निकाय और स्थायी विस्तार समिति के 2 सदस्यों की कालावधि दिनांक 31-12-1984 तक के लिए अथवा उस समय तक के लिए जब तक उनके उत्तराधिकारी का चुनाव हो, जो भी बाद में होगा, उस समय तक के लिये होगी।

[सं० 2(1)/82-सीडीएन-1]

एम० जी० मेनन, अवसर सचिव

MINISTRY OF AGRICULTURE

(Department of Agricultural Research and Education)

New Delhi, the 22nd September, 1984

S.O. 3192.—In pursuance of Regulation 4 read with Regulation 2(iv) of the Standing Finance Committee Regulations framed by the Indian Council of Agricultural Research and in pursuance of provision contained in Section 7(2) of the A. P. Cess Act, 1940, the Governing Body at its meeting held on 30-6-1984, elected the following 2 of its members on the Standing Finance Committee of ICAR, in the casual

vacancies of Dr. D. K. Salunkhe and Dr. S. N. Dwivedi, whose term of the Governing Body has expired :—

1. Dr. S. N. Dwivedi, (Re-elected)
Director,

Central Institute of Fisheries Education,
P.B. No. 7392, Bombay-400061 (M.S.).

- 2 Dr Baidya Nath Misra,
Vice-Chancellor,

Orissa University of Agriculture and Technology,
Bhubaneswar-751003 (Orissa).

2. The terms of the above 2 members of the Governing Body elected on the Standing Finance Committee will be for the period upto 31-12-1984 or till such time thereafter as their successors are duly elected, which ever is later, under Regulation 5 read with Regulation 3 of the Standing Finance Committee Regulations.

[No. F. 2(1)/82-CDN.1]

M. G. MENON, Under Secy.

ग्रामीण विकास मंत्रालय

नई दिल्ली, 28 अगस्त, 1984

का०आ० 3193.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में ग्रामीण विकास मंत्रालय के अधीन निम्नलिखित कार्यालयों, जिनके कर्मचारी

नव ने हिन्दी का कार्यसाधन ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

- विपणन तथा निरीक्षण निदेशालय,
61-ए(2) विस्तार, गांधीनगर,
उप-कार्यालय, जम्मू तवी -4
- विपणन तथा निरीक्षण निदेशालय, क्षेत्रीय एमार्क प्रयागशाला, गोंडल रोड, भक्ति नगर
राजकोट 360002 (गुजरात)

[सं. ई-11011/15/84 हिन्दी]

नरेन्द्र पाल सिंह, उप सचिव

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 28th August, 1984

S.O. 3193.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices under the administrative control of the Ministry of Rural Development, the staff whereof have acquired the working knowledge of Hindi :—

- Directorate of Marketing and Inspection,
61-A(ii) Extension, Gandhi Nagar, Sub-office,
Jammu Tawi-4.
- Directorate of Marketing and Inspection,
Central Agmark Laboratory,
Gondal Road, Bhakti Nagar,
Rajkot-360002 (Gujarat).

[No. E. 11011/15/84-Hindi]

N. P. SINGH, Dy. Secy.

संस्कृति विभाग

(भारतीय पुरातत्वीय सर्वेक्षण)

नई दिल्ली, 27 सितम्बर, 1984

का० आ० 3194.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट पुरातत्वीय स्थल और अवशेष राष्ट्रीय महत्व के हैं;

अतः, केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रवर्तन शक्तियों का प्रयोग करने हुए, उक्त पुरातत्वीय स्थलों और अवशेषों को राष्ट्रीय महत्व का घोषित करने के अपने आशय की सूचना देती है।

केन्द्रीय सरकार, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त पुरातत्वीय स्थलों और अवशेषों में हितबद्ध किसी भी व्यक्ति से प्राप्त होने वाले हर आक्षेप पर विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	परिक्षेत्र	स्थल का नाम	सुरक्षा के अंतर्गत आने वाले राजस्व प्लॉट संख्या	क्षेत्र रकबा	सीमाएं	स्थापित्व	टिप्पणी
1	2	3	4	5	6	7	8	9	10
विपुला	दक्षिण त्रिपुरा त्रिनीनिया	पश्चिम पिनक	प्राचीन टीला जिले पूजा खोला कहते हैं और जो सर्वेक्षण प्लॉट सं० 2355 में है।	सर्वेक्षण प्लॉट संख्या 2355	486 वर्ग मीटर	उत्तर : सर्वेक्षण प्लॉट सं० 2350 पूर्व : सर्वेक्षण प्लॉट सं० 2350 और 2356 दक्षिण : सर्वेक्षण प्लॉट सं० 2356 पश्चिम : सर्वेक्षण प्लॉट सं० 2354	प्राइवेट	हम टीला पर कोई आधुनिक सन्निर्माण नहीं है।	

1	2	3	4	5	6	7	8	9	10
त्रिपुरा	दक्षिण त्रिपुरा	बाईखोरा जिलाई-वाड़ी	प्राचीन टीला जिसे श्यामसुन्दर आश्रम टीला कहते हैं जो सर्वेक्षण प्लॉट सं० 1864 है।	सर्वेक्षण प्लॉट सं० 5084	1174 वर्ग मीटर	उत्तर : सर्वेक्षण प्लॉट सं० 5092 पूर्व : सर्वेक्षण प्लॉट सं० 5085 और 5088 दक्षिण : सर्वेक्षण प्लॉट सं० 5082 और 5083 पश्चिम : सर्वेक्षण प्लॉट सं० 5097	सरकारी	श्रीमती यशोदा सुन्दरी मल्ला इस टीले पर अप्रामाणिक रूप से निवास कर रही हैं।	[सं० 2/18/83-समा०]

DEPARTMENT OF CULTURE

(Archaeological Survey of India)

New Delhi, the 27th September, 1984

ARCHAEOLOGY

S. O. 3194:—Whereas the Central Government is of the opinion that the archaeological Sites and remains specified in the Schedule annexed hereto are of national importance;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said archaeological sites and remains to be national importance.

Any objection which may be received within a period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said archaeological sites and remains will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of site	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Tripura	South Tripura	Bilonia	Paschim Pilak	Ancient mound called Pujakhola comprising survey plot No. 2355	Survey plot No. 2355	486 Sq. m.	North.—Survey plot No. 2350 East.—Survey plot Nos. 2350 and 2356 South.—Survey plot No. 2356 West.—Survey plot No. 2354	Private	There is no modern construction over the mound
Tripura	South Tripura	Baikhora	Jalaibari	Ancient mound called Shyam Sundar Ashram Tilla comprising survey plot No. 1864	Survey plot No. 5084	1174 Sq.m.	North.—Survey plot No. 5092 East.—Survey plot Nos. 5085 and 5088 South.—Survey plot Nos. 5082 and 5083 West.—Survey plot No. 5097	Government	Smt. Jashoda Sundari Malla is unauthorisedly residing on the mound.

[No 2/18/83-M]

का० आ० 3194(ग) :—केन्द्रीय सरकार का यह राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट प्राचीन टीला राष्ट्रीय महत्व का है;
अतः, अब केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24), की धारा 4 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, उक्त प्राचीन टीले को राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है;
ऐसे आक्षेपों पर, जो इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास की अवधि के भीतर उक्त प्राचीन टीले में हितवद्ध किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

अनुसूची

राज्य	जिला	महल	अवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले राजस्व प्लॉट संख्या	क्षेत्र
1	2	3	4	5	6	7
बिहार	गया	फतेहपुर	जयपुरगढ़	प्राचीन टीला	सर्वेक्षण प्लॉट संख्या 795, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, और 2814	25.32 एकड़
सीमाएं						स्वामित्व
8						टिप्पणी
उत्तर: सर्वेक्षण प्लॉट सं० 796, 797, 801, 802, 803, 804, 805, 806, 807 और 808						प्राइवेट
पूर्व: सर्वेक्षण प्लॉट सं० 518 (खार्क) और सर्वेक्षण प्लॉट सं० 1472 (खार्क)						टीले पर खेती की जा रही है।
दक्षिण: सर्वेक्षण सं० 1472 (खार्क), 1477, 1478, 1485, 1486, 1487, 1495 और 1497						
पश्चिम: सर्वेक्षण प्लॉट सं० 1472 (खार्क)						

[सं० 2/26/80 स्मारक]

एम० एम० नागराज राव महानिदेशक और परेन संयुक्त सचिव

S.O. 3194(A):—Whereas the Central Government is of the opinion that the ancient mound specified in the Schedule annexed hereto is of national importance;

Now therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said ancient mound to be of national importance.

Any objection which may be received within a period of two months from the date of publication of this notification in the Official Gazette from any person interested in the said ancient mound will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of site	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Bihar	Gaya	Fatchpur	Village Jaipurgarh	Ancient mound	Survey plot Nos. 795, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541 and 2814.	25.32 Acres	North.—Survey plot Nos 796, 797, 801, 802, 803, 804, 805, 806, 807, and 808 East.—Survey plot No. 518 (Road) and survey plot No. 1472 (Ditch) South.—Survey plot Nos. 1472 (Ditch) 1477, 1478, 1485, 1486, 1487, 1495 and 1497 West.—Survey plot No. 1472 (Ditch).	Private	The mound is under cultivation.

[No. 2/26/80-M]

M. S. NAGARAJA RAO, Director General and Ex-Officio Jt. Secy.

दिल्ली विकास प्राधिकरण

(सर्वे एंड सेटलमेंट यूनिट-I)

नई दिल्ली, 19 सितम्बर, 1984

का.प्रा. 3195.-- दिल्ली विकास अधिनियम, 1957 (1957 की सं० 61) की धारा 22 की उपधारा (4) की व्यवस्थाओं के अनुसरण में दिल्ली विकास प्राधिकरण ने नीचे लिखी अनुसूची में उल्लिखित भूमि आगे तुलसी बा. बगीचा तथा फूलों की बगियाँ बनाने हेतु अय्यप्पा पूजा समिति को हस्तान्तरित करने के लिए भूमि एवं विकास कार्यालय निर्माण और आवास मंत्रालय, भारत सरकार, नई दिल्ली के निम्नान पर वेने हेतु केन्द्रीय सरकार के निम्नान पर लौटा दी है :

अनुसूची

लगभग 2052.4 वर्ग गज (लगभग-----) भाग का भूमि खण्ड जो रामाकृष्णन पुरम सैक्टर-2, नई दिल्ली में स्थित है, जिसका प्लॉट नं० ----- स्थल 54 है और जो अधिसूचना सं. 4719 दिनांक 21-9-75 का आंशिक भाग है।

उपयुक्त भूमि खण्ड की सीमाएं निम्नलिखित हैं :-

उत्तर में-----नौला

दक्षिण में-----सरकारी क्वार्टर

पूर्व में-----वही--

पश्चिम में-----सरकारी भूमि

[सं० एस० एण्ड एम० 33(14)/75-ए एस ओ (1)/1979]

DELHI DEVELOPMENT AUTHORITY

(Survey & Settlement Unit-I)

New Delhi, the 19th September, 1984

S.O. 3195.--In pursuance of the provisions of sub-section (4) of Section 22 of the Delhi Development Act, 1957 (61 of 1957), the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Office, Ministry of Works and Housing, Government of India, New Delhi, for further transfer to the Ayyappa Puja Samithi for setting up of Tulsi Garden and flower beds in sector II, R. K. Puram, New Delhi.

SCHEDULE

Piece of land measuring about 2052.4 sq. Yds. (about) situated in R.K. Puram, Sector II, New Delhi bearing Plot No. Site No. 54 Partly of Notification No. S.O. 4719 dated 21-8-1975.

The above piece of land is bounded as follows :--

North : by Nallah.

South : by Govt. Quarters.

East : by Govt. Quarters.

West : by Govt Land.

[No. S&S 33(14)/75-ASO(I)/1979]

का.प्रा. 3196.--दिल्ली विकास अधिनियम, 1957 (1957 की सं. 61) की धारा 22 की उपधारा (4) की व्यवस्थाओं के अनुसरण में दिल्ली विकास प्राधिकरण ने नीचे लिखी अनुसूची में उल्लिखित भूमि आगे स्वास्थ्य मंत्रालय एवं परिवार कल्याण के स्वा. सेवा औषधालय को हस्तान्तरित करने के लिए भूमि एवं विकास कार्यालय निर्माण और आवास मंत्रालय, भारत सरकार, नई दिल्ली के

निपटान पर देने हेतु केन्द्रीय सरकार के निपटान पर लौटा दी है :—

अनुसूची

लगभग 0.875 एकड़ माप का भूमि खण्ड जो रामाकृष्ण पुरम सेक्टर-12 नई दिल्ली स्थित है, जिसका प्लॉट नं. --- स्थान 114 है और जो अधिसूचना सं. 4719 दिनांक 21-8-75 का समस्त भाग है :

उपर्युक्त भूमि खंड की सीमाएं निम्नलिखित हैं :—

उत्तर में—सड़क

दक्षिण में—सेंट कोलम्बस स्कूल

पूर्व में—वही-

पश्चिम में—सड़क

[सं. एस. एण्ड एस. 33(15)/83 ए.ई. 1(i)]

नाथू राम, सचिव

S.O. 3196.—In pursuance of the provision of sub-section (4) of Section 22 of the Delhi Development Act, 1957 (61 of 1957), the Delhi Development Authority has replaced at the disposal of the Central Government the land described in the schedule below for placing it at the disposal of the Land and Development Office, Ministry of Works and Housing, Government of India, New Delhi, for further transfer to the Ministry of Health and Family Welfare for construction of C.G.H.S. Dispensary.

SCHEDULE

Piece of land measuring about 0.875 acre situated in R. K. Puram, Sector -XII, New Delhi bearing site No. 114 fully of Notification No. S.O. 4719 dated 21-8-75.

The above piece of land is bound as follows :—

North : by Road.

South : St. Colombus School

East : -do-

West: by Road.

[No. S&S 33(15)/83-AEI/1976]

NATHU RAM, Secy.

पर्यटन और नागर विमानन मंत्रालय

नई दिल्ली, 25 सितम्बर, 1984

का. आ. 3197.—वायु निगम अधिनियम, 1953 (1953 का 27) की धारा 8(1) के साथ पठित खंड 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कैप्टन ए. एम. कपूर को उनके पदभार सम्भालने की तारीख से दो वर्षों की अवधि के लिए इंडियन एयरलाइन्स का अंशकालिक अध्यक्ष नियुक्त करती है।

[सं. ए.वी. 18014/2/84-ए.सी.]

शान्तनु कंसल, उप सचिव

MINISTRY OF TOURISM & CIVIL AVIATION

New Delhi, the 25th September, -984

S.O. 3197.—In exercise of the powers conferred by Section 4 read with Section 8(1) of the Air Corporations Act, 1953 (27 of 1953), the Central Government hereby appoints Capt. A. M. Kapur as Part-time Chairman of Indian Airlines

for a period of two years with effect from the date he assumes charge of the post.

[No. Av. 18014/2/84-AC.]

SHANTANU CONSUL, Dy. Secy.

नौवहन और परिवहन मंत्रालय

(नौवहन महानिदेशालय)

बम्बई, 3 सितम्बर, 1984

(वाणिज्य पोत परिवहन)

का. आ. 3198.—भारत सरकार के भूतपूर्व परिवहन और संचार मंत्रालय के आदेश सं. का. आ. 3144, तारीख 17 दिसंबर, 1960 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 332 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नौवहन महानिदेशक, सर्वोच्च प्रभारी, जल परिवहन विभाग, पोर्ट ब्लेयर को पोर्ट ब्लेयर पत्तन में अनाज स्थोरा बहन करने वाले पोतों का और उनमें नौवहन प्रणाली का निरीक्षण करने का एतद्वारा प्राधिकार देते हैं।

[सं. 1-एस.एच. (18)/82]

MINISTRY OF SHIPPING AND TRANSPORT

Directorate General of Shipping)

Bombay, the 3rd September, 1984

(Merchant Shipping)

S.O. 3198.—In exercise of the powers conferred by sub-section (4) of section 332 of the Merchant Shipping Act, 1958 (44 of 1958) read with the order of the Government of India in the late Ministry of Transport and Communications No. S.O. 3144 dated the 17th December, 1960 the Director General of Shipping hereby authorises the Surveyor-in-Charge Mercantile Marine Department, Port Blair to inspect ships carrying grain cargoes and the mode of stowage therein at the port of Port Blair.

[No. 1-SH(18)/82]

का. आ. 3199.—भारत सरकार के भूतपूर्व परिवहन और संचार मंत्रालय के आदेश सं. का. आ. 3144, तारीख 17 दिसंबर, 1960 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1958 (1958 का 44) की धारा 238 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नौवहन महानिदेशक एतद्वारा सर्वोच्च प्रभारी, जल परिवहन विभाग पोर्ट ब्लेयर को उक्त धारा के उद्देश्य के लिए पोर्ट ब्लेयर में प्राधिकृत अधिकारी के रूप में नियुक्त करते हैं।

[सं. 1/एस.एच. (18)/82]

S.O. 3199.—In exercise of the powers conferred by sub-section (1) of Section 238 of the Merchant Shipping Act, 1958 (44 of 1958) read with the order of the Government of India in the late Ministry of Transport and Communications No. S.O. 3144 dated the 17th December 1960, the Director General of Shipping hereby appoints the Surveyor-in-Charge, Mercantile Marine Department, Port Blair, as the Officer authorised for the purpose of the said section at Port Blair.

[No. 1-SH(18)/82]

का. मा. 3103.—सरकार के शून्यपूर्व परिवहन और संचार मंत्रालय के आदेश सं. का. मा. 3144 तारीख 17 दिसंबर, 1960 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1953 (1958 का 44) की धारा 207 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नौवहन महानिदेशक, सर्वोच्च प्रभारी, जब परिवहन विभाग, पोर्ट ब्लेयर को इस पत्तन के लिए पोर्ट ब्लेयर पत्तन में उचित अधिकारों के रूप में एकद्वारा नियुक्त करेगा।

[सं. 1/एच.एच.(18)/82]

S.O. 3200.—In exercise of the powers conferred by sub-section (1) of Section 287 of the Merchant Shipping Act, 1958 (44 of 1958) read with the order of the Government of India in the late Ministry of Transport and Communications No. S.O. 3144 dated the 17th December, 1960 the Director General of Shipping hereby appoints the Surveyor-in-Charge, Mercantile Marine Department, Port Blair as the proper Officer at the port of Port Blair for the purpose of the said section.

[No. 1-SH(18)/82]

का. मा. 3101.—भारत सरकार के शून्यपूर्व परिवहन और संचार मंत्रालय के आदेश सं. का. मा. 3144, तारीख 17 दिसंबर 1960 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1953 (1958 का 44) की धारा 37 की उपधारा (ब)(1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नौवहन महानिदेशक सर्वोच्च प्रभारी, जब परिवहन विभाग, पोर्ट ब्लेयर को इस पत्तन में उचित अधिकारों का पूर्णतः और उन पर हस्ताक्षर तथा उन पत्तन पर कप्तान की शक्ति प्राप्त पर हस्ताक्षर करने का एकद्वारा प्राधिकार देते हैं।

[सं. 1/एच.एच.(18)/82]

S.O. 3201.—In exercise of the powers conferred by sub-section (b) (1) of section 37 of the Merchant Shipping Act, 1958 (44 of 1958) read with the order of the Government of India in the late Ministry of Transport and Communications No. S.O. 3144, dated the 17th December, 1960 the Director General of Shipping hereby authorizes the Surveyor-in-Charge, Mercantile Marine Department, Port Blair to endorse and sign on certificates of registry and memorandum of the change of Master occurring at that port.

[No. 1-SH(18)/82]

का. मा. 3102.—भारत सरकार के शून्यपूर्व परिवहन और संचार मंत्रालय के आदेश सं. का. मा. 3144, तारीख 17 दिसंबर, 1960 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1953 (1958 का 44) की धारा 320 की उपधारा (1) (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नौवहन महानिदेशक एकद्वारा सर्वोच्च प्रभारी, जब परिवहन विभाग, पोर्ट ब्लेयर को इस पत्तन के उद्देश्य के लिए पोर्ट ब्लेयर पत्तन में पाठ हस्ताक्षर अधिकारों के रूप में नियुक्त करते हैं।

[सं. 1/एच.एच.(18)/82]

S.O. 3202.—In exercise of the powers conferred by sub-section (i)(a) of Section 336 of the Merchant Shipping Act, 1958 (44 of 1958) read with the order of the Government of India in the late Ministry of Transport and Communications No. S.O. 3144 dated the 17th December, 1960 the Director General of Shipping hereby appoints the Surveyor-in-Charge, Mercantile Marine Department, Port Blair to be the detaining officer for the purposes of the said section at the port of Port Blair.

[No. 1-SH(18)/82]

का. मा. 3203.—भारत सरकार के शून्यपूर्व परिवहन और संचार मंत्रालय के आदेश तारीख 17 दिसंबर, 1960 के साथ पठित वाणिज्य पोत परिवहन अधिनियम, 1953 (1958 का 44) की धारा 358 की 665 GI/34 3

उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नौवहन महा निदेशक सरकार अनुसूची के द्वितीय स्तंभ में निर्दिष्ट अधिकारियों को एकद्वारा नियुक्त करते हैं जिन्हें उक्त धारा के अनुसार पोत के कप्तान या अन्य व्यक्ति जो पोत प्रभारी हों, द्वारा नौवहन हताहतों की नोटिस को तत्पश्चात् परिहृत होने के बाद भारत में आने वाले कप्तान या अन्य व्यक्ति का स्थान पट्ट पत्तन हो जिनके अनुरूप प्रविष्टि अनुसूची के प्रथम स्तंभ में निर्दिष्ट है, अर्थात् :

अनुसूची		
पत्तन	अधिकारी	हताहत
पोर्ट ब्लेयर	(1) पत्तन उप संरक्षक	(क) सिर्फ पोर्ट ब्लेयर पत्तन की सीमाओं में स्थित पोत (ख) हताहत होने के समय पोत बंदरगाह के कप्तान या पायलट जो उक्त पत्तन प्राधिकारी का कर्मचारी हो, के अधिकार में हो। (2) सर्वोच्च-प्रभारी, जब पोत परिवहन विभाग पोर्ट ब्लेयर
		(ग) उक्त पत्तन प्राधिकारी के अन्य सभी हताहतों।

[सं. 1/एच.एच./18/82]

बी. के. राव, नौवहन महानिदेशक

S.O. 3203.—In exercise of the powers conferred by Sub-Section (2) of section 358 of the Merchant Shipping Act, 1958 (44 of 1985) read with order of Government of India in the late Ministry of Transport and Communications dated 17th December, 1960 the Director General of Shipping hereby appoints the officers specified in the second column of the annexed schedule to be officers to whom notice of shipping casualties shall be given in accordance with the said section by the Master or other persons in-charge of the ship when the place of the Master or other persons arriving in India after the occurrence of the casualty is the port shown in the corresponding entry in the first column of the schedule, namely :—

SCHEDULE

Port	Officer	Casualty
Port Blair	(1) Dy. Conservator of the port.	Casualties affecting only— (a) ships lying within the limits of the port of Port Blair (b) ships in the charge at the time of casualty of the Harbour Master or pilot in the employee of the said port authority. (c) ships belonging to the said port authority.
	(2) Surveyor-in-Charge, M.M.D., Port Blair.	All other casualties.

[No. 1-SH(18)/82]

B. K. RAO, Director General of Shipping.

संचार मंत्रालय

(शक नगर बोर्ड)

नई दिल्ली, 1 अक्टूबर, 1984

का. बा. 3304.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड (iii) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने छावपुर टेलीफोन केन्द्र में दिनांक 16-10-84 में प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-10/84-पी.एच.बी.]

यो. रा. भर्षिन, सहायक महानिदेशक (पी.एच.बी.)

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 1st October, 1984

S.O. 3204.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 16-10-1984 as the date on which the Measured Rate System will be introduced in Chatarpur (M.P.) Telephone Exchange M.P. Circle.

[No. 5-10/84-PHB]

Y. R. BHASIN, Asstt. Director General (PHB)

श्रम और पुनर्वसि मंत्रालय

(श्रम विभाग)

नई दिल्ली, 7 अप्रैल, 1984

का.श्रा. 3205 —केन्द्रीय सरकार न्यूनतम मजदूरी अधिनियम, 1948 (1948 का 11) की धारा 4 की उपधारा (1) के खण्ड (iii) के साथ पठित धारा 3 की उपधारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे उपायद्वय अनुसूची के स्तम्भ (2) में विनिर्दिष्ट मजदूरी की न्यूनतम दरों को जो उक्त अनुसूची के स्तम्भ (1) की तत्स्थानी प्रविष्टियों में विनिर्दिष्ट हेमादाइट खानों में उसके नियोजन में नियोजित प्रवर्ग के कर्मचारियों को संदेय है, निर्धारित करने के लिए निम्नलिखित प्रस्ताव बनाये हैं जो उक्त अधिनियम की धारा 5 की उपधारा (1) के खण्ड (ख) की अपेक्षानुसार उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किए जा रहे हैं, जिनके उसमें प्रभावित होने की संभावना है और यह सूचना दी जाती है कि उक्त प्रस्तावों पर उक्त अधिसूचना के राजपत्र में प्रकाशन की तारीख से दो मास के अवसान के पश्चात् विचार किया जाएगा।

उपर विनिर्दिष्ट अवधि के अवसान से पूर्व उक्त प्रस्तावों की भावत जो भी आक्षेप या सुझाव किसी व्यक्ति ने प्राप्त होंगे, केन्द्रीय सरकार उन पर विचार करेगी।

अनुसूची

कार्य का वर्गीकरण	दैनिक मजदूरी की न्यूनतम दरें
-------------------	------------------------------

1

2

अकुशल :

मजदूर (पुरुष और महिला) चौकीदार, क्लीनर, खलासी, अर्थ-कटर, वाहक (पत्थर), वाहक, पेट्रोल मैन, सफेदी	9.75 रु० (भूमि के ऊपर कार्य के लिए)
---	-------------------------------------

करने वाला, पानी बाला, पानी ले जाने वाला, अन्य प्रवर्ग चाहे व किसी भी नाम से जान हो, जो अकुशल है।

अर्द्धकुशल/अकुशल पर्यवेक्षी

खनक, ब्रेकर, ट्रिगर, भिन्नी, परिचर, रसीडया, क्रीच-याया, प्रधान चौकीदार, मुकदम, आयलमैन, पम्प खनासी,

गाट-फायरर, प्रधान मिस्त्री, क्वेरी-मैन, खदान प्रचालक, स्टोर मैन, स्टाकर, बायलर मैन, थैचर, धुम्बा मैन, टिण्डल, डालीमैन, जमादार, बैरा, बक्समैन, मददगार (बोल्डो, क्रेन, ट्रक), टिम्बर मैन, जैक हैमर, भासी, सेट (धातुत्पादक खान विनियम, 1961 के अधीन क्षमता प्रमाण-पत्र के बिना), स्टोन कटर और ड्रेमर, चिजन मैन, अन्य प्रवर्ग चाहे व किसी भी नाम से जान हो, जो अर्द्धकुशल/अकुशल पर्यवेक्षी है।

12.25 रु० (भूमि के ऊपर कार्य के लिए)

14.75 रु० (भूमि के नीचे कार्य के लिए)

कुशल :

लोहार, बढई, कम्पाउन्डर, विजली मिस्त्री, फोरमैन, फिटर, खान पर्यवेक्षक, प्रधान रसोइया, इंजन मैन, वैल्वर, विस्फोटकनी, मशीनिंग, सब-ओवरमियर (अनर्हित), सर्वेक्षक,

पम्प चालक, गट (धातुत्पादक खान विनियम, 1961 के अधीन क्षमता प्रमाणपत्र सहित), अन्य प्रवर्ग चाहे व किसी भी नाम से जान हो, जो कुशल प्रकृति के हैं।

15.00 रु० (भूमि के ऊपर कार्य के लिए)

लिपिकीय :

लेखाकार, लिपिक, मुंशी, स्टोर लिपिक 15.00 रु०

स्टोर इणुअर (साभरी देने वाला), स्टोर कीपर (ग्रेड I और II), टैली लिपिक, टाइमकीपर, टूच कीपर, कम्प्यूटर, टंक आणुलिपिक, अभिलेखापाल, अन्य प्रवर्ग चाहे व किसी भी नाम से जान हों, जो लिपिकीय प्रकृति के हैं।

स्पष्टीकरण :—इस अधिसूचना के प्रयोजन के लिए :—

6. प्रस्तावित न्यूनतम दरें सर्वसम्मिलित दरें हैं जिसमें आधारी दर, जीवन निर्वाह भत्ता, आवश्यक वस्तुओं के रियायती दर पर किए गए प्रदायों का, यदि कोई हो, नकदी मूल्य सम्मिलित है तथा साप्ताहिक विश्राम के लिए देय मजदूरी भी सम्मिलित है।

2. मजदूरी की न्यूनतम दरें ठेकेदारों द्वारा कर्मचारियों को भी लागू हैं।

3. अठारह वर्ष से कम आयु के और असमर्थ व्यक्तियों के लिए मजदूरी की न्यूनतम दरें समुचित प्रवर्ग के वयस्क कर्मचारियों की तदनुसार दरों का क्रमशः 80 प्रतिशत और 100 प्रतिशत होंगी।

4. (क) "अकुशल कार्य" से वह कार्य अभिप्रेत है जिसमें कार्य की बहुत थोड़ी कुशलता या अनुभव अपेक्षित करने वाली या कुछ भी कुशलता या अनुभव अपेक्षित करने वाली साधारण क्रियाएं सम्मिलित हैं।

(ख) "अर्धकुशल कार्य" से वह कार्य अभिप्रेत है जिसमें कार्य के अनुभव से अर्जित कुछ मात्रा में कुशलता या सक्षमता सम्मिलित है और जो कुशल कर्मचारी के पर्यवेक्षण या मार्गदर्शन के अधीन किये जाने योग्य है और इसके अन्तर्गत अकुशल पर्यवेक्षी कार्य भी आता है।

(ग) "कुशल कार्य" से वह कार्य अभिप्रेत है जिसमें कार्य के अनुभव से अथवा शिक्षा के रूप में या किसी तकनीकी या व्यावसायिक संस्था में प्रशिक्षण के माध्यम से अर्जित कुशलता या सक्षमता अपेक्षित है, जिसके पालन में स्वप्रेरणा और विवेक वृद्धि आवश्यक है।

5. जहां संविदा या करार पर आधारित मजदूरी की विद्यमान दरें अधिनियम के अधीन अधिसूचित दरों से उच्चतम हैं वहाँ ऐसी उच्चतम दरें संरक्षित की जाएंगी और इस अधिसूचना के प्रयोजनों के लिए न्यूनतम मजदूरी की दरें मानी जाएंगी।

6. हेमाटाइट में काम करने वाला श्रमिक, जो उत्खनन और हेमाटाइट अयस्क हटाने तथा इससे सम्बद्ध कार्य में लगा है, को "खनक" माना जायेगा।

[संख्या एस-32019/5/83-डब्ल्यू० सी० (एम० डब्ल्यू०)]

जमादीश जोशी, निदेशक

नई दिल्ली, 14 सितम्बर, 1984

Ministry of Labour and Rehabilitation

(Department of Labour)

New Delhi, the 7th April, 1984

S.O. 3205.—The following proposals made by the Central Government in exercise of powers conferred by clause (a) of sub-section (1) of section 3 read with clause (iii) of sub-section (1) of section 4 of the Minimum Wages Act, 1948 (11 of 1948), for fixing the minimum rates of wages as specified in column (1) of the Schedule annexed hereto payable to the categories of employees employed in employment in Hematite mines as specified in the corresponding entries in column (2) of the said Schedule are hereby published, as required by clause (b) of sub-section (1) of section 5 of the said Act for information of all persons likely to be affected thereby and notice is hereby given that the said proposals shall be taken into consideration after the expiry of 2 months from the date of publication of this notification in the Official Gazette.

Any objection or suggestion which may be received from any person with respect to the said proposals before the expiry of period specified above will be considered by the Central Government.

SCHEDULE

Classification of work	Minimum rates of wages per day
(1)	(2)
Unskilled :	
Mazdoor (male and female), Chowkidar, Cleaner, Khalasi, Earth-cutter, Carrier (stone)	Rs. 9.75 (for work above ground)
Carrier, Petrolman, White washer, Water-carrier, other categories by whatever name called which are unskilled.	Rs. 11.75 (for work below ground)
Semi-skilled/unskilled supervisory :	
*Miner, Breker, Driller, Bhisti, Attendant, Cook, Creche, Ayah, Head Chowkidar,	Rs. 12.25 (for work above ground)
Muccadam, Oilman, Pump Khalasi, Shot Frier, Head Mistry, Quarryman, Quarry	
Operator, Storeman, Stocker, Boilerman, Thatcher, Thoombaman, Fundals, Trolley man,	Rs. 14.75 (for work below ground)
Januadar, Bearer, Breaksman, Helper (Loco, Crane, Truck), Timberman, Jack Hammer,	
Mali, Male (without competency certificate under Metalliferous Mines Regulations, 1961),	
Stone cutter and dresser, Chieselman, other categories by whatever name called are semi-skilled/unskilled supervisory.	
Skilled :	
Blacksmith, Carpenter, Compounder, Electrician, Foreman, Fitter, Mine Supervisor, Head	Rs. 15.00 (for work above ground)
Cook, Engineman, Welder, Blaster, Machinist, Sub-oversear (Unqualified), Surveyor,	
Pump Operator, Operator, Mate (with competency certificate under Metalliferous Mines Regulations, 1961), other categories by whatever name called which are of Skilled nature.	Rs. 18.00 (for work below ground)

Explanation:—For the purpose of this notification:

6. A worker in a hematite mine who is engaged in extraction and removal of hematite ores as well as in other incidental job shall be designated as a 'Miner'.

A. K. MUKHERJEE, Custodian General

जता; केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 7-क और धारा 10 की उप-धारा (1) के खंड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक अधिकरण गठित की है जिसके पीठासीन अधिकारी श्री के० एस० गुरुमति होंगे, जिनका

मुकदमा नवराज ने हात और उक्त विवाद जो उक्त अधि-
कारण को न्याय-निर्णयन के लिए निर्दिष्ट करती है।

अनुसूची:

'क्या भारतीय खाद्य निगम के प्रबन्धन के अपने
आइटी पिपी के एन०एन०आर० कार्य सहायक श्री जो०
बलरामि का 30-11-77 से सेवाएं समाप्त करने की
कार्यवाही न्यायनिर्णय एवं सहो है? यदि नहीं, तो संबंधित
कर्मकार किस अनुदान का हकदार है?'

[संख्या एन-42012/1/84-डो-4(बी)/डो 5]

एस० एस० मेहता, डैस्क अधिकारी

ORDER

New Delhi, the 14th September, 1984

S.O. 3203.—Whereas the Central Government is of opi-
nion that an industrial dispute exists between the employers
in relation to the Food Corporation of India, Madras and
their workmen in respect of the matter specified in the
Schedule hereto annexed;

And whereas the Central Government considers it desir-
able to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by
Section 7A and clause (d) of sub-section (1) of Section 10
of the Industrial Disputes Act, 1947 (14 of 1947), the
Central Government hereby constitutes an Industrial Tribunal
of which Shri K. S. Guruswamy shall be the Presiding
Officer with headquarters at Madras and refers the said
dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the management of Food Cor-
poration of India in terminating the services of
Shri G. Madhavan, JMR Work Assistant at their
Avadi Depot with effect from 30-11-77 is justified
and proper? If not, to what relief is the workman
concerned entitled?"

[No. L-42012(1)/84-D.IV(B)/D.V]

S. S. MEHTA, Desk Officer

New Delhi, the 24th September, 1984

S.O. 3209.—In pursuance of section 17 of the Industrial
Disputes Act, 1947 (14 of 1947), the Central Government
hereby publishes the following award of the Central Govern-
ment Industrial Tribunal, New Delhi, in the industrial dis-
pute between the employers in relation to the management
of M/s. J & K Minerals Ltd., Jammu and their workmen,
which was received by the Central Government of the 14th
September, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT, INDUSTRIAL TRIBUNAL,

NEW DELHI

I.D. No. 109/83

In the matter of dispute between:

Workmen: Coal Mines Kalafot,
through Shri K. R. Khajuria,
General Secretary,
Joint Action Committee.

Versus

M/s. J&K Minerals Limited, Jammu.

APPEARANCES:

Sh. G. S. Sangha—for the Management.

None—for the Workmen.

AWARD

Central Government, Ministry of Labour on 14th January,
1982 vide No. L-24012(17)/81-D.IV(B) made reference of
the following dispute to this Tribunal for adjudication:

"Whether the demand of the workmen of the Coal
Mines, Bergoa, Metka, Dalh, Bhadog and Chakar of
M/s. J&K Minerals Ltd., for payment of Bonus
@20 per cent for the accounting years 1976-77,
1977-78 and 1978-79 is justified? If so, to what
relief is the workmen entitled?"

2. Sh. K. R. Khajuria, General Secretary; Joint Action
Committee filed the present statement of claim asserting that
the bonus Act had been extended to the State of Jammu
and Kashmir and that the Management violated its provisions
and the coal mines of J&K State had earned profit and the
workmen were entitled to 20 per cent bonus for the years
1976-77, 1977-78 and 1978-79. They demanded payment of
this bonus with interest.

3. The Management contested the claim and asserted that
they had in terms of section 36 of the Bonus Act applied
to the Appropriate Government for grant of exemption from
payment of minimum bonus on account of losses suffered by
them and that they could not make payment of any bonus
to the workmen.

4. The workmen did not file any rejoinder and were
absent on 9-7-84 and 1-9-84 and were proceeded against
ex parte.

5. The Management wrote letter to the Commissioner and
Secretary to Government, Industries and Commerce Depart-
ment, Srinagar on 14-9-77 which is in the following terms:

"Jammu & Kashmir Minerals Limited.

The Bund, Srinagar.

To

The Commissioner and Secretary to Government, Industries
and Commerce Department, Srinagar.

No. : MD/Org-40/50

dated 14-9-1977.

Sir,

The Payment of Bonus (Amendment) Ordinance, 1977
was promulgated by the President of India on September 3,
1977. As per the provisions of this Ordinance, the following
insertions have been made against Section 10 of the principal
Act after Sub-section 2 :—

"(2A) Notwithstanding anything contained in sub-section
(1), every employer shall be bound to pay to every
employees a minimum bonus which shall be 8.33
per cent of the salary or wages earned by the
employee during the accounting year or one hundred
rupees, whichever is higher, whether or not,
the employer has any allocable surplus in the accounting
year:

Provided that where an employee has not completed
15 years of age at the beginning of the accounting
year, the provisions of this sub-section shall have
effect in relation to such employees as 'sixty rupees'
were substituted."

As per this Ordinance, an amount of Rs. 5.25 lacs become
payable as bonus to the employees/workers of the Organisa-
tion.

J&K Minerals Ltd. was floated by the J&K Government
in the year 1960 with a share capital of Rs. 8 crores. In
the year 1973, one of its units, namely, Thermal Power
Station was transferred to State Electricity Department on
which an amount of Rs. 5.29 crores had been incurred by

the Company. So the Corporation was left with a capital block of only Rs. 2771 crores. Besides, loans to the extent of Rs. 92.28 lakhs from plan funds have been taken from the State Government.

The Corporation has incurred accumulated losses to the extent of Rs. 77.76 lakhs from its very inception and its liquidity position at present is very tight. The balance sheets and profit and loss statement of the Company are un-audited from the year 1974-75. Though previously we have been paying minimum bonus as per the Bonus Act 1965 but the Company is not in a position to pay the same at present because of huge accumulated losses and its poor liquidity position. Some of the units of the Company have made marginal profits during the year 1976-77 which roughly amounts to Rs. 4.80 lakhs (un-audited) but the Undertaking as a whole is a losing concern supporting a number of sick and un-economic units with large accumulation of stocks carried out over from year to year amounting to approximately Rs. 60 lakhs. The marginal profit for the year 1976-77 when offset against the accumulated losses still leaves a balance of Rs. 72.96 lakhs as loss for the Corporation.

To save the Corporation from further financial losses, I am directed to request you to kindly move the State Govt. to invoke Section 36 of the Payment of Bonus Act for exemption of Jammu & Kashmir Minerals Ltd. as a whole from payment of bonus to its employees and workers. An early decision is requested.

This proposal is being submitted in anticipation of the approval of the Board of Directors because of urgency involved on account of the demand by the employees and workers being pressed on the eve of Id'l Fitri falling on 15th or 16th September, 1977.

Yours faithfully,

Sd./-

(M. L. Raina)

Secretary."

6. The other letters dated 30-12-78 and 23-11-79 are also filed which are in these terms :

Estt : PA(Coal)/78
The Secretary,
Industries & Commerce Deptt.,
Jammu.

30-12-1978

Sir,

The Corporation has suffered losses to the tune of about Rs. 24.00 lacs during the year 1977-78. The

authentic figures relating to such losses would be available only after the accounts for the year are got audited by statutory auditors.

As per payment of Bonus Act, our Organisation has to pay bonus to its employees for the aforesaid year which we can ill afford to pay. The Company has already suffered accumulated losses to the tune of Rs. 72.96 lacs from its inception till ending 1976-77. To save the Corporation from further financial losses, I am directed to request you kindly to move the concerned quarters to invoke Section 36 of the Payment of Bonus Act for exempting J&K Minerals Ltd. from payment of bonus to its employees and workers for the year 1977-78.

Yours faithfully,

Sd/- (M. L. Raina),

Secretary"

"Estt : PA(Coal)/79/327

The Secretary to Government,
Industries and Commerce, (Dept.)
J&K Government,
Jammu.

23-11-1979

Sir,

The Corporation has suffered losses to the tune of about Rs. 6.08 lacs during the year 1978-79. The authentic figures relating to such losses would be available only after the accounts for the year are got audited by statutory auditors.

As per payment of Bonus Act, our Organisation has to pay bonus to its employees for the aforesaid year which we can ill afford to pay. The Company has already suffered accumulated losses to the tune of Rs. 90.05 lacs from its inception till ending 1977-78. To save the Corporation from further financial losses, I am directed to request you kindly to move the concerned quarters to invoke Section 36 of the Payment of Bonus Act for exempting J&K Minerals Ltd. from payment of bonus to its employees and workers for the year 1978-79.

Yours faithfully,

Sd/- (M. L. Raina),

Secretary."

7. The balance sheet as on 31-3-77 is as under :—

J & K MINERALS LIMITED

BALANCE SHEET AS AT 31-3-1977

As as 31-3-76	LIABILITIES	Sch	As at 31-3-77	As at 31-3-76	Assets	Sch	As at 31-3-77
8,00,00,000	Share Capital	1	8,00,00,000.00	1,16,40,802	Fixed Assets	5	10,99,83,360.93
10,031	Reserve & Surplus	2	10,031.00	5,000	Investment	6	12,55,000.00
86,902.16	Loans	3	99,83,598.73	7,06,07,185	Current Assets	7	7,04,34,173.67
73,94,487	Current Liabilities	4	69,87,380.49	62,66,291	Misc Expenditure	8	66,09,601.44
				—	Profit & Loss Account		
				75,75,456	As per last Balance		

(SEAL OF CHARTERED ACCOUNTANT R.C. GUPTA & CO)

75,75,455.97

Add. Loss during the year
as per annual Profit Loss accounts.

1,08,418.21

76,83,874.18

76,83,874.18

9,60,94,734

9,69,81,010.22

9,60,94,734

9,69,81,010.22

8. The State of Jammu & Kashmir has not exempted the J&K Minerals Ltd. Jammu from payment of minimum bonus and the workers have failed to show any profit by the Mines concerned in these years and, therefore, the liability of the Management is to pay only minimum bonus @ 8.33 per cent for the three years 1976 to 1979 and the Management is directed to pay bonus to the workmen of the mines concerned accordingly at the minimum scale prescribed by the Bonus Act. There should be no orders as to costs.

Further ordered that the requisite number of copies of this Award may be forwarded to the Central Govt. for necessary action at their end.

September 1 1984.

O. P. SINGLA, Presiding Officer.

[No. L-24012(17)/81-D. IV(B)]

S.O. 3210.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of M/s. J & K Minerals Limited, Jammu and their workmen, which was received by the Central Government on the 15th September, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW
DELHI

I. D. No. 188/81

In the matter of dispute between :

Workmen through K. R. Khajuria,
General Secretary,
Joint Action Committee,
Kalakot Coal Mines.

Versus

J. & K. Minerals Limited,
Jammu.

APPEARANCES :

Sh. G. S. Sangha—for the Management.

None—for the workmen.

AWARD

Central Government, Ministry of Labour on 21-12-81 vide Order No- L-24011(7)/81-D. IV(B) made reference of the following dispute to his Tribunal for adjudication :

“(I) Whether the following demands of the workmen of Kalakot Coal Mines of M/s. J&K Minerals Limited is justified :—

(i) That the workmen of (1) Bargaia (2) Metka (3) Dalli (4) Badhog and (5) Chakar Coal Mines of M/s. J&K Minerals Ltd. be paid the wages and other benefits as per National Coal Wage Agreement No. II.

(ii) And till the National Coal Wage Agreement II is not implemented the workmen should be paid the wages as per GR. 47 dated 16-10-80 without the amendment of deducting two ADAs allowed in the year 1977.

(II) If so, to what relief the workmen are entitled ?”

2. Shri K. R. Khajuria, General Secretary, Joint Action Committee of Coal Mines Kalakot filed a statement of claim asserting that the Wage Board Award II was not being implemented in the case of Kalakot Coal Mines despite commitment on the part of J&K Minerals Limited. They wanted directions to be given for implementation of the said Award.

3. The Management contested the claim and asserted that the agreement resulting in National Coal Wage Agreement did not apply to the State of Jammu and Kashmir or the

J&K Minerals Limited. Further, it was submitted that the Joint Action Committee had no locus standi.

4. The National Coal Mines Wage Award was said to be applicable only to such mines, which are operated under the control and directions of the Government of India and such other collieries which participated in Wage Negotiating Committee set up by the Government of India, like Coal India Limited, Bharat Coking Coal India Limited, Singheri Collieries Co. Ltd., Indian Iron and Steel Co. Ltd., and Tata Iron and Steel Co. Ltd., The J&K Minerals Limited is an undertaking of the J & K State Government and did not come under the purview of National Coal Wage Award. The J&K Minerals were having their wages as approved by the State Government for which Wage Review Committees are appointed by the State Government from time to time.

5. No rejoinder was filed by the workmen and none appeared for the workmen on 9-7-84 and 1-9-84.

6. The contention of the Management appears to be correct and J&K Minerals Limited Jammu is not obligated to pay wages in accordance with the National Coal Mine Wage Board Award.

7. The Wage agreement applicable from 1-4-77 in respect of daily-rated workers working in Kalakot was retrospectively scrapped from the same date, on agreement reached with O. P. Khajuria General Secretary, State Central Labour Union, Jammu and that agreement is in the following terms :—

“Addended to the record note of the minutes of the meeting held in the office chambers of the Managing Director, J & K Minerals Ltd on 14th July, 1982 in respect of the decision No. regarding payment of COLA to the daily rated workers of Kalakot Coal Mines.

Estt. 2(32)/82-No. 1384-85 Dated 3-8-82.

1. Wage agreement applicable from 1-4-1977 in respect of the workers of Kalakot coal mines was retrospectively scrapped from the same date. As a consequence the wages will be computed as per wages drawn on 31-3-1977 for daily rated workers working in the mines in the same manner as adopted in case of daily rated workers of the other units of the Corporation. The wages would be again re-worked from 1-1-1980 as per recommendations of Wage Review Committee, and payable from 1-4-1982.

2. No recovery or arrear payment due will be made in case of excess amount drawn or less payment received from 1-4-77 to 31st March, 1982.

3. The daily wage as well as COLA would be computed by the respective Accounts Offices/Administrative offices of the units.

4. In future, the daily rated workers of Kalakot Coal mines would be eligible for payment of COLA as would be released by the Corporation from time to time.

Sd/-	Sd/-	Sd/-
(O.P. Khajuria)	(V.K. Mehta)	(K.L. Raina)
Gen. Secretary	Gen. Secretary	Chief Mining
State Central Labour	Co-ordination	Engineer
Union, Jammu	Committee, Kalakot	
I agree.		
Sd/-		
(K.L. Bhatia)		
Asstt. Financial Adviser.		

8. The Secretary J & K Mineral Limited issued orders on 2nd August, 1982 accordingly —

“J & K Minerals Ltd.,	Srinagar.
Office of the Secretary	2nd Aug. 82

3

No. Estt. 2(32)/82-1388-98

ORDER

The Wage agreement applicable from 1-4-1977 in respect of Daily rated workers working in Kalkota coal mines is retrospectively scrapped from the same date.

2. The Wages in respect of these workers would be computed on the basis of the wages drawn on 31-3-77 in the same manner as adopted in case of daily rated workers of other units of the Corporation. The wages would be again computed from 1-1-80 as per the recommendations of Wage Review Committee. The Wages thus re-worked Plus COLA would be payable from 1-4-1982.

3. No recoveries or excess payment due to any daily rated worker would be made from 1-4-1977 to 31st March 1982. Examples as to how the wages are to be computed are annexed at A, B, C, and D.

4. In future the COLA would be released in respect of the daily rated workers of Kalakot coal mines on the same basis as would be payable to other workers of the Corporation.

By order of the Managing Director.

Sd/-

M. L. Raina
Secy.

FA&CAO

CME

AFA(J)

MM. Borgha/Metka/Chukar/Dalit Badbox-Central Stores

AO, Kalakot

AFA, Hqrs.

Encl : Above.

9. Prima facie, therefore, the stand taken by the Management appears to be correct and the action of the Management does not appear to be unjustified and the workmen do not appear to be entitled to any relief. Award is made accordingly.

Further ordered that the requisite number of copies of this Award be forwarded to the Central Government for necessary action at their end.

September 1, 1984.

O. P. SINGLA, Presiding Officer.
[No. L-24011(7)/81-D.IV(B)]

New Delhi, the 5th October, 1984

S.O. 3211.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Food Corporation of India, New Delhi and their workmen, which was received by the Central Government on the 22nd September, 1984.

BEFORE SHRI O. P. SINGLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
NEW DELHI

I.D. No. 90/81

In the matter of dispute between :

Shri Kewal Singh S/o Shri Chuhar Singh, resident of
D-628, Wazirpur J.J. Colony, Delhi-52.

Versus

The Management of the Food Corporation of India,
16—20, Barakhamba Lane, New Delhi.

APPEARANCES :

Shri K. A. Dewan—for F.C.I.

Shri J. C. Mahindro—for workman.

AWARD

Central Government, Ministry of Labour in July, 1981 vide Order No. L-42012/4/81-FCI/D.IV(A) made reference of the following dispute to the Industrial Tribunal for adjudication :

“Whether the action of the Management of Food Corporation of India, New Delhi in terminating the services of Sarwan Kewal Singh and Ram Prasad, Watchmen with effect from the 3rd December, 1980 is justified? If not, to what relief are the concerned workmen entitled?”

2. Originally two statements of claim had been filed, one for Ram Prasad and the other for Mr. Kewal Singh, but Ram Prasad on 8-3-83, withdrew his claim and accepted that his case may not be proceeded with, and no further action has been taken in respect of termination of his services.

3. Mr. Kewal Singh was appointed as a Watchman in the Security Division of the Food Corporation of India at the Head Office at Barakhamba Lane by order dated 19-11-79 in pay scale of Rs. 210—290 PM. He was placed on probation for one year, by order No. 1(25)/79 E.II dated 14-12-79 w.e.f. 4-12-79.

4. There was an alleged theft of a sweater and a ladies shawl from Ambassador Car No. DHC-8209 parked in the basement of Head Office building on 25-11-80. The Security Officer reported that Mr. Kewal Singh and Ram Prasad refused to offer explanation. Later, the F.C.I., by order No. PP/K-281/E.II dated 2-12-80 extended the probation period of Mr. Kewal Singh in terms of para 15(2) of FCI Staff Regulations 1971 w.e.f. 1-12-80, so that he was put on probation till 3-6-81. However, the workman, by order No. PP/K-281/E.II dated 3-12-80, had his services terminated w.e.f. 3-12-80 afternoon, and one month's wages Rs. 306.50 p. in lieu of notice, were given to him.

5. The workman's case is that his record of service was unblemished and that he was falsely accused of not taking proper care in respect of the alleged theft of a sweater and lady's shawl from Ambassador Car No. DHC-8209, and that the owner of the car nor the Management never informed him of the alleged theft and, in fact, the car was untampered with and there was no visible sign of breaking of the locks or of the opening of the locks of the car in question, and the owner of the car was herself frantically busy moving to and fro and was preoccupied with the purchases of articles for her marriage, and there was no lapse or negligence on the part of the applicant-workman. The matter was never enquired into.

6. The workman's case is that he could not have his services legally terminated, when his probationary-period has been extended by order dated 2-12-80, and the termination order was mala fide and unjust to please and favour the owner of the aforesaid car. Extension of his probation period was itself a penalty. The action of the Management was said to be illegal and unjust.

7. The Management of the Food Corporation of India contested the claim and asserted that services were terminated during period of probation without assigning any reason and by giving one month's wages in lieu of notice.

8. The matter in issue has been tried. The workman gave his own affidavit. The Management filed affidavit of B.V.S. Raju, who has been cross-examined by the workman. I have heard the representatives of the parties.

9. Mr. B.V.S. Raju, in his cross-examination, admitted that sweater and shawl, reported to be stolen, were reported recovered by the owner later, and that no enquiry was made in respect of alleged theft and no charge sheet was given to the workman and that the workman had given explanation.

10. The circumstances above clearly show that the Management acted in haste or fear of the complainant and that, actually, no theft took place and there was no negligence or lapse on the part of the workman Mr. Kewal Singh. It was the owner who misplaced these goods and later recovered them.

11. The Management first extended the probationary-period of the workman for this alleged lapse in the matter of

alleged loss of sweater and lady's shawl of the owner of the car No. DHC-8209 and later, quite unjustifiably, terminated his services by order of discharge.

12. The workman had completed more than 240 days' service under the Management and was covered by section 25-F of I.D. Act, 1947. Under its terms, he was entitled not only to one month's wages in lieu of notice but also to 15 day's wages' equivalent as retrenchment-compensation, and that was not paid to him thereby making the termination order violative of section 25-F of the I.D. Act, 1947.

13. It is now settled law that even probationers are covered by section 25-F of the Industrial Dispute Act, 1947 and termination of service of a probationer is not out of the purview of section 25-F of the I.D. Act, 1947. (Management of Karnataka State Road Transport Corporation, Bangalore Vs. M. Boraiah and another, (1984) 1 Supreme Court Cases 244).

14. The action of the Management in terminating the services of Sh. Kewal Singh, Watchman w.e.f. 3-12-80 is clearly illegal and unjustified. The workman is ordered to be reinstated in service with full back-wages in the scale of the post and continuity of service. The Award is made accordingly.

Further it is ordered that the requisite number of copies of this Award may be forwarded to the Central Government for necessary action at their end.

September 19, 1984.

O. P. SINGLA, Presiding Officer
[No. L-42012(4)/81-FCI-D. IV(A)/D.V]
S. S. MEHTA, Desk Officer

New Delhi, the 20th September, 1984

S.O. 3212.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the industrial dispute between the employers in relation to the Bank of Maharashtra, Pune, and their workmen; which was received by the Central Government of the 15th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 BOMBAY

Reference Nos. CGIT-2/4, 9, 10 and 11 of 1984.

PARTIES

Employers in relation to the Management of Bank of Maharashtra.

AND
Their Workmen

APPEARANCES :

For the employers : Shri Nijampurkar R.M. Officer, Staff Division, C.D. Pune.

For the workmen : Shri Karmakar V.D., Joint Secretary, Bank of Maharashtra Karamchari Sangh, Pune-30.

INDUSTRY : Banking STATE : Maharashtra
Bombay, dated the 31st August, 1984

AWARD

These are four references referred under four different order of reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 but since common question of interpretation of the Bipartite Settlement arose, though the dates of appointment are different so also the workmen by consent of the parties all these four references are being decided by common judgement.

2. In reference No. CGIT-2/4 of 1984 the dispute which has been referred for adjudication under order No. L-12012 (205)/83-D. II(A) dated 14-1-1984 is that :—

"Whether the action of the management of Bank of Maharashtra Pune, in relation to their Sangli Branch

in treating Shri V. V. Joag, Clerk on probation from 7-8-1971 instead of from 7-6-71 and thus confirming him in services of the Bank from 7-2-1972 instead of 7-12-1971 is justified ? If not, to what relief is the workman concerned entitled ? "

3. Similarly, orders of reference in the remaining three proceedings are respectively as follows :—

Order No. L-12012/251/83-D. II(A) dated 6-2-1984.

"Whether the action of the management of Bank of Maharashtra Pune, in relation to their Sangli Branch in not taking into account the period of Temporary service of Shri S.S. Kamble, Armguard from 22-9-80 to 23-2-81 as part of its probational period is justified ? If not, to what relief is the workman concerned entitled ? "

Order No. L-12012/236/33-D. II. A dated 7-2-1984.

"Whether the action of the management of Bank of Maharashtra Pune, in relation to their Sangli Branch in treating Shri S. B. Yadav, Sub-staff on probation from 25-5-79 instead of from 22-3-79 is justified ? If not to what relief is the workman concerned entitled ? "

Order No. L-12012/239/83-D. II. A dated 7-2-1984.

"Whether the action of the management of Bank of Maharashtra Pune, in relation to their Deccan Gymkhana Branch, Pune in not taking into account the period of temporary service of Shri S. M. Kelkar Clerk from 7-6-71 to 6-8-71 as part of his probational period is justified ? If not to what relief is the workman concerned entitled ? "

4. It is the contention of the Union who is espousing the cause of these workmen that the period of temporary appointment in the case of all these workmen before the period of their probation should have been taken into account under para 20.8 of Bipartite Settlement which the Bank failed to do and hence the references.

5. The Bank has denied all these contentions, pleaded that para 20.8 was never attracted and further attributes latches and delay on the part of the workmen concerned and says that on account of delay and latches the workmen cannot claim any relief in the matter.

6. The issues which arise for determination in each case and my findings are as follows :—

Ref. No. CGIT-2/4 of 1984

ISSUES

FINDINGS

1. Whether this Tribunal has no jurisdiction to entertain the reference ? This Tribunal has jurisdiction.

2. Does the Union prove that Shri V. V. Joag worked in a permanent vacancy as temporary employee from 7-6-1971 ? Yes

3. If yes is para 20.8 of the Bipartite Settlement dated 19-10-1966 attracted ? Yes

4. Whether on account of delay in approaching the Tribunal the workman has forfeited his right ? Yes to some extent

5. To what relief or reliefs the workman is entitled ? As per order.

6. What award ? As per order.

Ref. No. CGIT-2/9 of 1984

1. Whether this Tribunal has no jurisdiction to entertain the reference ? Has jurisdiction

2. Does the Union prove that Shri S. S. Kamble worked in a permanent vacancy as temporary employee from 22-9-1980 to 23-2-1981 ? No

3. If yes is Para 20.8 of the Bipartite settlement dated 19-10-1966 attracted ? No

4. Whether on account of delay in approaching the Tribunal the workman has forfeited his right ?
No bar of limitation

5. To what relief or reliefs the workman is entitled ? Nil

6. What award ? As per order.

Ref. No. CGIT-2/10 of 1984

1. Whether this tribunal has not jurisdiction to entertain the reference ? Has jurisdiction.

2. Does the Union prove that Shri S. B. Yadav worked in a permanent vacancy as temporary employee from 25-3-1979 ? No

3. If yes is para 20.8 of the Bipartite Settlement dated 19-10-1966 attracted ? No

4. Whether on account of delay in approaching the Tribunal the workman has forfeited his right ?
27-3-1981 ? No

5. To what relief or reliefs the workman is entitled ? As per order

6. What award ? As per order

Ref. No. CGIT-2/11 of 1984

1. Whether this Tribunal has no jurisdiction to entertain the reference ? Has jurisdiction

2. Does the Union prove that Shri S. M. Kalkar worked in a permanent vacancy as temporary employee from 7-6-1971 ? Yes

3. If yes is para. 20.8 of the Bipartite Settlement dated 19-10-1966 attracted ? Yes

4. Whether on account of delay in approaching the Tribunal the workman has forfeited his right ?
Yes to some extent

5. To what relief or reliefs the workman is entitled ?
As per order

6. What award ? As per order.

REASONS

7. Before we advert to the discussion of the relevant provisions of the Bipartite Settlement certain dates would be material for better appreciation of the contentions of the parties. Shri V. V. Joag, the workman, who is concerned in reference No. CGIT-2/4 of 1984, was appointed for the first time on 7-6-1971 for a period of two months in the Deccan Gymkhana Branch of Bank of Maharashtra in the clerical cadre. On 7-8-1971 his probationary period started and ultimately on 7-2-1972 he was confirmed in the service. The case of the Union is that he worked from the first date of his appointment i.e. 7-6-1971 on the same post and therefore since para 20.8 is attracted his date of appointment should be treated as 7-6-1971 instead of 7-8-1971 as done by the Bank. It seems that by letter dated 28-5-1971 the workman was intimated that his name was kept in the waiting list for training which was followed by the appointment letter dated 5-6-1971 appointing him as a clerk, temporary for the period of two months with effect from 7-6-1971.

8. The case of Shri S. M. Kelkar, who is the workman concerned in reference No. CGIT-2/11 of 1984 is similar to that of Shri Joag. In his case also by letter dated 5-6-1971 he was appointed as a clerk temporarily for the period of two months with effect from 7-6-1971, was taken on probation from 7-8-71 and confirmed on 1-2-1972. It is the case of the Union in this case also that right from the first date of appointment i.e. from 7-6-1971 Shri Kelkar worked in the same post in the Branch and therefore his date of appointment should be 7-6-71 instead of 7-8-1971 as done by the Bank.

9. The workman in reference No. CGIT-2/10 of 1984 was selected as a member of sub-staff on 19-3-1979, whereafter he joined the Bank on 22-3-1979 and worked for two months. The first period ended on 21-5-1979 whereafter he was again appointed for a period of two months on 24-5-1979 and accordingly he worked upto 23-7-1979. However on 25-5-1979 he was appointed as a probationer by an order dated 6-11-1979

and ultimately was confirmed on 25-11-1979. In the case of this workman there was a break of two days i.e. 22-5-1979 and 23-5-1979. The case of the Union is that since he was appointed for the first time on 22-3-1979, the date of appointment therefore should be advanced accordingly instead of 25-6-1979. This appointment was in Sangli Branch.

10. Shri S.S. Kamble, who is the workman concerned in reference No. CGIT-2/9 1984 was interviewed on 13-5-1980 and his shooting test took place on 23-7-1980 whereafter on 22-9-1980 he was appointed as a member of sub-staff for the period of two months but this order stood amended on 26-9-1980 whereby instead of a member of sub-staff he was appointed as an armguard. This period of two months, which was ended on 22-11-1980 was extended from time to time from 23-11-1980 to 23-2-1981 then again from 26-2-81 to 27-3-1981, in the meanwhile however there was an order of appointment as Probationer by order dated 26-2-1981 and ultimately Shri Kamble was confirmed in the post of Armguard in Sangli Branch on 26-8-1981. This was by order of probation dated 13-4-1981 which was to be effective for six months.

11. In all these cases the contention of the Union is the same namely the provisions of Para. 20.8 are squarely attracted and therefore the period of temporary employment should be taken into account as part of the probationary period. Para. 20.8 runs as follows:—

"A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period."

12. Certain ingredients are therefore material before any reliance is placed for advancing the date for appointment as a probationer. The workman must be a temporary workman he must have been appointed in a Permanent vacancy and ultimately he must have been selected for filling up the vacancy. In my view unless all these ingredients are fulfilled the provision will have no application in case they are fulfilled then the relief namely the merger of the period of temporary service into that of probation will take place.

13. In this connection we have also to bear in mind para. 20.7 where in suppression of paragraph 21.20 and sub-clause (c) of para. 23.15 of the Desai Award, the definition of temporary employee has been modified whereby it means that a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. It means that normally a temporary employee will mean a workman who has been appointed for a limited period, a workman who is appointed temporarily has an additional hand or who is appointed in a temporary vacancy.

14. After defining what is meant by temporary employee para. 20.8 laid down that a temporary workman when appointed to fill up a permanent vacancy, if ultimately he is eventually selected to fill up the vacancy shall be entitled to include the period of temporary appointment as part of probationary period. What is therefore crucial is that there must be existence of a permanent vacancy, and not only that but selection of the temporary workman must be for filling up the vacancy. The words used are "appointed to fill a permanent vacancy" and "eventually selected for filling up the vacancy" the user of the two different articles 'a' and 'the' shows clearly the intention behind the relevant provision. There must be therefore a permanent vacancy, the temporary workman should be appointed to fill up that vacancy and ultimately he must have been selected in the very vacancy. Unless we interpret the provisions accordingly there would be no meaning to

different user of 'a' and 'the' and it shows that the workman must have been selected to fill up the same permanent vacancy, otherwise if he was appointed ultimately for filling up different vacancy the paragraph would never be attracted. There is another cliché namely para. 20.8 enjoins the Bank to make temporary appointment for a period not exceeding three months during which the Bank must make arrangement for filling up the vacancy permanently. It shall have to be considered even if other ingredients are fulfilled, whether the period of such temporary appointment can exceed three months or not. In this connection it is pertinent to note that the clauses of the settlement were arrived at on discussion between the Union on one hand and the Banks on the other and every word, sentence and paragraph will have to be given its due meaning.

15. The case of Shri Joag and Kelkar does not create any difficulty. Shri Joag was appointed on 7-6-1971 and his probationary period started on 7-8-1971. There is evidence of Shri Kelkar on record who was examined on behalf of both these workman who says that three employees of Deccan Gymkhana Branch of Bank of Maharashtra at the relevant time were promoted and one was transferred before these two workmen joined the branch. The record also shows that right from the time of first appointment on 7-6-1971 they continued to work on the same post till 7-8-1971 and till the time of their confirmation on 7-2-1972 and 1-2-1972 respectively, they were temporary hands is not disputed. Similarly the statement of Shri Kelkar that there were four permanent vacancies on account of three promotions and one transfer is not at all challenged, and therefore there is no reason to disbelieve the same. Consequently, when all these facts are read with the evidence of Shri Kelkar as it stands, the requisite ingredients, namely the existence of permanent vacancy, continuance of the temporary workman in the same post till the time of probation and also confirmation are all fulfilled and in their case the relevant provision must be attracted. What is urged on behalf of the Bank is that they were appointed in the year 1971 while we are in the year 1984 and therefore on account of their delayed coming to the Tribunal no relief should be granted to any of these workmen but to this part I shall turn later on after dealing with the case of the remaining two workmen, I may mention that on 13-12-1981 there was a request made by the Bank to the Regional Labour Commissioner (C), Bombay which is on record at Ex. 5/M in Reference No. CGIT-2/4 of 1984 seeking his intervention.

16. We have already seen that Shri Kamble, Armguard was initially appointed on 22-9-1980, the order of probation was dated 26-2-1981 and he was confirmed on 26-8-1981.

17. The Union has produced various orders issued by the Bank from time to time in this connection. At annexure 'A' there is a letter whereby Shri Kamble was called for interview for the post of Armguard. By letter dated 4-8-1980 he was directed to produce school leaving certificate caste certificate and military discharge certificate. By annexure 'C' which is a letter dated 12-9-1980, Shri Kamble was informed that he was appointed from 22-9-1980 to 22-11-1980 which period he was told will be curtailed or increased as a temporary hand in Sangli Branch of Bank of Maharashtra on the salary as stated therein. By another letter dated 26-9-1980 annexure C-1 the order of appointment was to be read as appointment to the post of Armguard, on 24-11-1980 by annexure 'D', which is an office order the period of appointment was extended from 23-11-1980 to 23-2-1981 on the same terms. Then followed the order dated 23-2-1981 Annexure 'B' whereby he was appointed as a temporary Armguard from 26-2-1981 to 27-3-1981. The record shows that from 26-6-1981 by order dated 13-4-1981 he was appointed as a probationer and confirmed on 26-8-1981.

18. Although the fact that Shri Kamble worked in the same Branch cannot be gain said right from the date of his first appointment, there is nothing on record to indicate that there existed a permanent vacancy in the Branch at Sangli. We have already seen on reading paras. 20.7 and 20.8 that appointment of temporary hands can be for a limited period,

that the work should of essentially temporary nature, can be an additional workman in connection with a temporary increase in work of a permanent nature and also temporary hands can be appointed in a temporary vacancy caused by the absence of a particular permanent workman. If temporary workman is appointed in these events para. 20.8 would never be attracted. It would be only attracted in case the temporary workman is appointed to fill up the permanent vacancy. Consequently there must be cogent evidence on record to indicate that there was a post of Armguard created in the Sangli Branch the previous date of appointment of Shri Kamble as Armguard, that from 26-9-1980 that post was lying vacant, that it was a permanent vacancy, that Shri Kamble was appointed in the said permanent vacancy and ultimately was continued in the same post. It is just possible that some post of temporary or permanent nature was created afresh in which case the appointment of temporary hand cannot be said to be in a permanent vacancy nor his continuance can be said to be in the same vacancy, without which in my view the provisions of para 20.8 would never be attracted and therefore the date of appointment cannot be advanced to synchronise with the initial date of appointment of Shri Kamble on 22-9-1980.

19. Assuming that the relevant provision is attracted here again the Bipartite Settlement enjoins the Bank to make appointment only for a period of three months and never exceeding the said period and within the said time the Bank shall make arrangement for filling up the vacancy permanently. On considering the relevant provision therefore in my view the maximum period for which the appointment is made, cannot exceed the period of three months in any case and if any workman has worked for more than the said period ultimately even if it is found that Para. 20.8 is attracted still the same shall stand curtailed to three months. However in the instant case I hold that there is no proof of permanent vacancy subsisting in the Branch at the relevant time and various orders being not speaking accordingly no relief is possible.

20. In reference No. CGIT-2/10 of 1984 by order dated 19-3-1979 the workman Shri S.B. Yadav was asked to report for duty on 22-3-1979 and accordingly the Branch Manager by annexure 'B' dated 23-3-1979 reported the appearance of Shri Yadav as a member of sub-staff. On 26-3-1979 by annexure 'C' he was appointed as a temporary Sepoy from 1-4-1979 to 31-5-1979. Annexure 'D' is the order dated 2-5-1979 issued by the Branch Manager whereby the Divisional Office was informed that the term of appointment of Sri Yadav was to end on 21-3-1979 and he was relieved on the said date and therefore he was out of service on 22nd, 23rd and 24th March, 1979. By Annexure 'B' dated 24-5-1979 he was appointed from 24-5-1979 to 23-7-1979 and then ultimately by order dated 6-11-1979, annexure 'F' he was placed under probation from 25-5-1979.

21. As in the case of workmen in Reference No. CGIT-2/9 of 1984 the same difficulty is experienced in this case also. Because in the first place there is no record to indicate that there existed a permanent vacancy in the Branch in which vacancy the appointment of Shri Yadav was made, then there was a break of two days i.e. on 22nd and 23rd May, 1979 and there is nothing to indicate the appointment during the first period which ended on 21-5-1979 was in the same vacancy as from 24-5-1979. In my view unless there is sufficient material to throw light of these happenings no workman will be allowed to take advantage of the relevant provision merely because he worked in the same branch. There must exist a vacancy, from previous to the date of appointment and appointment must be made in the same vacancy which are the two material ingredients which must be substantiated. I therefore hold that in the absence of any such material no relief is possible for the workman in Reference No. CGIT-2/10 of 1984 also.

22. We have already seen that the two workman in Reference Nos. CGIT-2/4 of 1984 and CGIT-2/11 of 1984 waited almost for 10 years before they raised a dispute. Now since there is a provision for advancing the date of appointment, so far as the two workmen and the Bank are concerned there shall be no difficulty in granting the relief which is of monetary nature. However when the date of appointment is advanced it is bound to affect ultimately the seniority list

maintained by the Bank and the interest of persons working in the Branch in the same. If after 10 years any order is passed advancing the date of appointment of these workmen, it is just possible that they shall get seniority over members of clerical cadre and to that extent the seniority list is bound to be up-set. In this connection the Lordships of the Supreme Court have given a caution in *Melcom Lawrence Cecil 'B' Souza Vs. Union of India and others*, 1975 (II) LLJ, page 98. In the said case also the question of raking of seniority arose and it was observed that such raking up after a long time is likely to result in administrative complications and difficulties. Their Lordships therefore said that it would, therefore, appear to be in the interest of smoothness and efficiency of service that such matters should be given a quietus after lapse of sometime. In para. 9 it is observed that although security of service cannot be used as a shield against administrative action for lapses of a public servant by and large one of the essential requirements of contentment and efficiency in public services is a feeling of security. It was further said that matters like one's position in the seniority list after having been settled for once should not be liable to be reopened after lapse of many years at the instance of a party who has during the intervening period chosen to keep quiet. It was further observed that raking up old matters like seniority after a long time is likely to result in administrative complications and difficulties.

23. In the instant case record shows that right from the year 1971 till the year 1982 when the Bank moved the regional Labour Commissioner (C), Bombay for his intervention, the two incumbents kept quiet and started clamouring under para. 20.8, by which time much water must have been flown under the bridge and the seniority of many employees must have been determined. If therefore an order is passed in the year 1984 advancing the date of appointment of these two workmen for the fault of the Bank if there be any, other innocent employees who were never at fault at any time are likely to suffer. Such complication on account of coming to the Tribunal therefore must be avoided. For the said purpose direction is given to the Bank to advance the date of appointment of a S/Shri V.V. Joag and S.M. Kelkar on their appointment as 7-6-1971 and all monetary benefits to which these two workmen are entitled by such advancement shall be given by the Bank to the workmen after their date of appointment is advanced and any payment arising therefore shall be made immediately on effecting calculation. However, the seniority list maintains by the Bank shall not be disturbed by such advancing the date of appointment. I am told that the next promotion for these two workmen would be to the post of Special Assistant. While effecting such promotion the advanced date shall be considered thereby I am keeping the disturbance at the minimum level. Similarly, if there are promotional posts the same rule would be applicable. Promotions already effected shall not be disturbed. No additional bonus, leave wages and overtime wages will be payable.

24. On reading paras. 20.7 and 20.8 in my view it is the duty of the Bank while making various appointments to indicate whether there existed a permanent vacancy or a temporary vacancy and whether the appointment is of temporary nature and for temporary increase in the work. If all ingredients are kept in view at the time of appointment the dispute like the present ones would be suitably avoided. The Bank should bear in mind that not only the workman or workmen concerned and the Bank are involved but the interest of some other persons are likely to intervene.

25. For a reference under Section 10(1)(d) of the Industrial Disputes Act there is no period of limitation prescribed and hence the plea of limitation does not survive.

Award accordingly.

No order as to costs.

M.A. DESHPANDE, Presiding Officer

[No. L-12012/205/83-D.II(A)]

New Delhi, the 21st September, 1984

S.O. 3213.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. II, Bombay in the industrial dispute between the employers in relation to the Bank of Maharashtra, Pune, and their workmen, which was received by the Central Government on the 14th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

Reference No. CGIT-2/43 of 1983

PARTIES :

Employer in relation to the management of Bank of Maharashtra, Pune.

AND

Their Workman

APPEARANCES :

For the workmen.—Shri R. M. Nijampurkar, Officer, Staff Division.

For the workmen.—Shri R. D. Jog, President, Shri V. D. Karmarkar, Joint Secretary, Bank of Maharashtra Karamchhari Sangh.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 5th September, 1984

AWARD

(Dictated in the Open Court)

By order No. L-12012/285/82-D.II(A) dated 17-11-1983 the following dispute has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 :—

"Whether the action of the management of the Bank of Maharashtra in relation to its A.G.M's office, Pune in confirming Shri S. V. Deshpande, Clerk with effect from 1-2-1971 instead of from 15-10-70 by taking into account his temporary service from 16-4-1970 to 31-7-70 is justified? If not, to what relief is the workman concerned entitled?"

2. For the better appreciation of the dispute certain dates would be material. Shri S. V. Deshpande, who was formerly employed as a clerk with Pune District Central Co-operative Bank and there according to him he was confirmed, after resigning from the said service joined the Bank of Maharashtra in the Divisional Manager's office on 16-4-1970 for the period of two months. He was informed that he was appointed on the Bank's staff as a Clerk, temporarily for the period of two months. This was by order dated 14-4-1970 annexure 'A'. By another order dated 10-6-1970, annexure 'B' the period of temporary appointment was extended by one month from 16-6-1970 and then followed the third order dated 16-7-1970 annexure 'C' thereby the period of temporary appointment subsequently extended by one month upto 14-8-1970. However by order issued on 12-9-1970 Shri Deshpande was appointed as a clerk-cum-Godown Keeper with effect from 1-8-1970 and he was directed to join the duties at Pune City Division, Tilak Road Branch of the Bank and accordingly the record speaks that he is continuously in service from the said time. It is also not disputed that he was confirmed on 1-8-1971. The case of the Union is that since Shri Deshpande worked in the same post in a permanent vacancy from 16-4-1970 the period from the date of joining till 1-8-1970 should be counted under para. 20.8 of the Bipartite Settlement and the probationary period shall be deemed to have started not from 1-8-1970 but from 16-4-1970.

3. The contention that Shri Deshpande was appointed in a permanent vacancy or that the provisions of Para. 20.8 of the Bipartite Settlement are attracted, have been refuted by the Bank.

4. On the above pleadings the following issues arise for determination and my findings thereon are :—

ISSUES

FINDINGS

- | | |
|--|---|
| 1. Whether the workman and the Union are guilty of laches? If yes, are they not entitled to any relief? | Yes. Does not arise in this case in view of finding on issue No. 2. |
| 2. Whether the temporary service from 16-4-70 to 31-7-70 should have been considered for confirming Shri S.V. Deshpande? | No. |
| 3. If not, to what relief he is entitled? | Does not arise. |

REASONS

5. The crucial question in the case would be whether para. 20.8 of the Bipartite Settlement is attracted and for the said purpose certain ingredients would be material. Para. 20.8 the provision runs as follows :—

“A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary employment will be taken into account as part of his probationary period”.

6. On plain reading of the relevant provision it is evident that appointment of a temporary workman must be to fill a permanent vacancy and his eventual selection for filling up of the vacancy. If these two conditions are fulfilled then the paragraph says that the period of such temporary employment will be taken into account as part of the probationary period. Naturally the question would be was there a permanent vacancy the witness namely Shri S. V. Deshpande says that he was appointed in the vacancy of Shri R. G. Bhat and he says that he was the sole temporary employee appointed in the Divisional office. He further says that Shri R. G. Bhat was transferred on the next day of his appointment and that he was appointed in his place. There was a transfer of one Shri S. B. Umrani, but there is an admission that he was not asked to fill in the vacancy of Shri Umrani. Now, firstly the question is whether the appointment of Shri Deshpande was in place of Shri Bhat and secondly, whether there was any vacancy either on transfer or on proceeding on leave etc. of Shri Bhat. for the said purpose one will have to look to the orders in connection with Shri Bhat which the Bank has produced on record. On 7-11-1961 Shri Bhat was appointed as a typist-cum-Clerk and it is an admitted fact that he was serving in the Divisional Office, at the relevant time. On 17-4-1979, Shri Bhat was ordered to be transferred to Assistant General Manager Vidarbha, Nasik and Marathwada Divisions office, Central Office, Pune 2 and he was directed to be relieved on 18-4-1970. Then there is a report dated 24-9-1971 given by the Assistant Divisional Manager (Staff) that Shri Bhat was not functioning in his post for the last several months and he was absent from 30-8-1971 without leave. There are two salient features that the incumbent Shri Bhat was a typist while the appointment of Shri Deshpande was to the post of Clerk-cum-Godown keeper. Before we think of applying para. 20.8 whereby there would be certain additional period available as probationary period there must be cogent proof of a permanent vacancy. Shri Deshpande says that there was a promise that it is a new office and there was a permanent vacancy and that he would be posted in the said vacancy but not the oral evidence that too of interested witness but documentary evidence would be the sole guide. Now it is pertinent to note that the appointment of Shri

Deshpande was on 16-4-1970 by order dated 14-4-1970 while Shri Bhat was to be relieved on 18-4-1970. Consequently can it be said that Shri Deshpande was appointed in the vacancy of Shri Bhat which vacancy assuming there be any had not arisen till 18-4-1970. The appointment of Shri Deshpande can never be said to be in place of Shri R. G. Bhat. The reason for his appointment might be different but that was never on account of vacancy created by Shri R. G. Bhat. The record further shows that Shri Bhat was working as a typist and even at the time, his services were terminated typist allowance was calculated for granting the terminal benefits. Shri Deshpande says that he knew typing and while working on the Agricultural Loan table he was told, if necessary, he would be given typing work. It is not the nature of work performed by a particular incumbent but it is the nature of appointment in a particular vacancy and nature of vacancy which are the guiding factors and even if because he knew typing and did some work, the nature of his appointment as Clerk-cum-Godown keeper shows that the posting was not or could not be in the vacancy of Shri Bhat which is already indicated there was a gap of three days subsequent to the joining of Shri Deshpande. In my view therefore the very material ingredient namely the appointment in a permanent vacancy and subsequent continuance in the same vacancy, are absent and therefore although Shri Deshpande worked from 16-4-1970 in the same Branch and even after his posting on probation he continued to serve in the same branch, in the absence of material ingredients, the earlier period from 16-4-1970 upto the end of July, 1970 cannot be treated as probationary period.

7. It was tried to be urged that even during the said period of 3½ months he shall be deemed to, be serving as a probationer and for the said purpose my attention was drawn to para. 23.15 of the Desai Award particularly the term probationer. Here again the same ingredient is material, probationer is employed to fill up a permanent vacancy or post which ingredient as already pointed out while discussing para. 20.8 is absent and the definition of probationer as contemplated by Desai Award is also not attracted. In my view therefore the case does not fall under para. 20.8 and as such no relief is permissible.

8. It was tried to be urged that the Clerk has brought the grievance to the Tribunal very late and therefore his remedy is barred either by bar of limitation or on account of laches. So far as the limitation is concerned there is no prescribed limitation and therefore no reference can be thrown out on account of bar of limitation. On the ground of laches, it is true that the cause of action took place in the year 1970 the matter has seen the light of the day in the year 1983. There was an attempt by Shri Deshpande to suggest that in the year 1975 he moved the authorities but there is no material to that effect. However, merely on account of delay had other factors been established I would not have negated the claim, at the same time would have seen that monetary advantages under para. 20.8 would be made available to the concerned workman without disturbing the seniority etc. but since the material ingredient itself is absent the questions of seniority etc. do not arise in the instant case.

9. It was tried to be urged that the workman who was confirmed in the services of Pune District Central Co-operative Bank would not have left the permanent service and joined the temporary service of the Bank of Maharashtra unless there was a permanent vacancy. It is common knowledge that the salaries in the nationalised Banks are higher than the Co-operative Banks. It is equally possible because the workman was serving at a place away from Pune he preferred joining the Bank of Maharashtra. Whatever may be the reason merely because he left the earlier service and joined the new service can never give any right or inference of a permanent vacancy.

Award accordingly. No order as to costs.

M. A. DESHPANDE, Presiding Officer

[No. L-12012/285/82-D. II(A)]

New Delhi, the 29th September, 1984

S.O. 3214.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Jabalpur (M.P.) in the industrial dispute between the employers in relation to the Bank of Maharashtra, Nagpur and their workmen, which was received by the Central Government on the 20th September, 1984.

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (16)/1983

PARTIES :

Employers in relation to the Management of Bank of Maharashtra, Nagpur and their workman—A. S. Nerkar.

APPEARANCES :

For Union—Shri S. T. Sabasrabudhe.

For the Management—Shri M. V. Dongre and Shri Khare.

INDUSTRY : Bank **DISTRICT : Nagpur (MS).**

AWARD

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947, vide notification No. L-12012/189/82-D.I (A) dated 11-5-1983, referred the following dispute for adjudication :—

“Whether the action of the Management of the Bank of Maharashtra, Nagpur in relation to its Divisional Office, Nagpur in confirming Shri A. S. Nerkar as Driver-cum-Peon with effect from 1-11-1971 instead of 1-4-1971 on completion of service of six months from date of this appointment and denying him seniority and other benefits as per Bipartite Settlement is justified? If not, to what relief is the concerned workman entitled?”

2. The facts in brief are these. A. S. Nerkar was appointed as Driver-cum-Peon by the Bank of Maharashtra, Nagpur by order dated 31-3-1971. He joined duties with effect from 1-4-1971. His appointment was temporary for two months and the services were to come to an end automatically at the end of the said period. By another letter of appointment dated 2-6-1971, Nerkar was again appointed as such with effect from 2-6-1971. This appointment was also temporary and was to come to an end automatically after two months. On 26-7-1971 under office order No. AX : 1 : ST/370/71 dated 26-7-1971 A. S. Nerkar was communicated that he had been taken on probation with effect from 2-6-1971. The Bank then confirmed him by an order dated 27-12-1971. The confirmation was with effect from 1-11-1971.

3. The dispute lies in a narrow compass here. The Union contends that the workman had been appointed on a permanent post temporarily and he had continuously officiated on the same post though technically the Bank had given two letters of appointment and a break of a day in between. The Union further contends that the Bank has wrongly refused to take into consideration the period of service from 1-4-1971 to 1-6-1971 for computing the period of probation of six months in violation of paragraph 20.8 Bipartite Settlements. Paragraph 20.8 reads as under :—

“A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period”.

4. The service conditions of employment of the bank employees are regulated by various settlements and agreements. We are here concerned with Bipartite Settlement and

in particular paragraphs 20.7 and 20.8 of the Settlement dated the 19-10-1966. This Settlement is in supersession of the earlier Settlement. Paragraph 20.7 defines “Temporary employees. A temporary employee under this paragraph would be of three types, first when a workman is appointed for a limited period for work which is of an essentially temporary nature and the post is itself temporary. Instances are familiar when employment is done because of the necessity to do a temporary nature of work. It would be when, for example, a survey has to be made and establishment has to be created for a short time. The second class contemplated is when a workman is employed temporarily as an additional workman in connection with a temporary increase in work which may be of permanent nature. It is the temporary increase in work which necessitates an appointment and as soon as this exigency is over, there is no necessity of the post being there. In both the above cases, the post is temporary as the work that is to be done is essentially of a temporary nature. The third category is when a permanent workman is absent because of leave or otherwise and a workman is appointed in his vacancy during his absence. The workman absent here is of permanent character, but the person appointed is temporary because he only remains for that period during which the permanent incumbent is absent. Paragraph 20.8 envisages a different situation. The words ‘may also be appointed’ occurring in the paragraph would indicate that this is a category of employees in addition to those mentioned in paragraph 20.7. Here a temporary employee could be appointed on a permanent post but for a maximum period of 3 months. It is imperative that during this period of three months, the management would be able to select a person for the post. Ordinarily 3 months’ period should be sufficient to find a suitable person for the post which is of a permanent character. For this period when search for the permanent incumbent is made, the Bank is permitted to make a temporary appointment. This appointment is also called temporary appointment which is more like an ad hoc appointment and can be for a maximum period of 3 months. When selection is done and the selected person happens to be the temporary appointee, the period of employment of such employee will be taken into account as part of the probationary period. The employment in para 20.8 is, therefore, of a special type different from all the classes mentioned in paragraph 20.7. The benefit available to the temporary employees in paragraph 20.8 is not available to the other temporary employees indicated in paragraph 20.7.

5. It would appear that paragraph 20.8 is not exhaustive of all the situation nor could it be said that the restrictions mentioned in paragraph 20.8 are so stringent that when no appointment could be made by the Bank within a period of 3 months, it loses its power to make any temporary appointment on that post. If the Bank is unable to appoint a permanent incumbent on a permanent post within 3 months, it is not devoid of power to appoint a man temporarily on that post to carry on the work of the Bank. These clauses of the Settlement have to be reasonably construed to subserve the intention of the parties. We cannot lose sight of the fact that we are not construing an enactment but the terms of Settlement and the rules of construction applicable to Statutes may not apply here. I am, therefore, of the opinion that paragraph 20.8 reasonably construed is not exhaustive nor it places a ban on the bank to appoint a temporary hand once the period of three months is over. Such appointment when made would not be in violation of the Settlement. There may be cases which fall outside the clause. This is not to say that the provisions of Settlement under paragraph 20.8 could be circumvented by deliberately not appointing a person within 3 months on the permanent post. In such cases we have to see whether the Bank was trying to over-reach the provisions of paragraph 20.8 but when it was faced with the difficulty in that it was not getting a suitable person within a period of 3 months, it could in the interest of the Bank, so that the work may go on, make such ad hoc appointment as was deemed expedient.

6. The words ‘the bank shall make arrangement for filling the vacancy in paragraph 20.8 are instructive and imperative and expect that the Bank would make an appointment within 3 months. But as I pointed out above, it may be no fault of the Bank that such appointment could not be made within 3 months and for the exigencies of the work another ad hoc appointment has to be made. Now if the ad hoc appointee is the same who was earlier temporarily appointed, the question arises whether the total period of service under more

than one appointments by such an employee has to be taken into account as part of his probationary period or any lesser period. Paragraph 20.8 lays emphasis that the temporary appointments cannot be made for more than 3 months and secondly the Bank must appoint the permanent incumbent within this period. Therefore, in computing the total period of employment of a temporary employee serving for the second time in such a situation would be wholly repugnant to the intention of paragraph 20.8. What would count towards his probationary period in such a situation would be the period of service rendered by him in the first instance which should not in any case exceed 3 months. The second employment was made in a situation which would not be covered by paragraph 20.8 but was contractual and will be governed by the terms of contract made in this regard such a contract not being inconsistent with paragraph 20.8. I am, therefore, of the view that though it may be permissible to count the period of first employment of such temporary workman towards the part of his probationary period it may not be permissible to count the period of employment of the temporary employee made subsequently during which period the vacancy on the permanent post remained unfilled when the total period exceeded three months. Since paragraph 20.8 permits appointments of a temporary employee for a maximum period of three months, this could be fixed as the limit for the period of employment which can be taken into account in the probationary period. Therefore, where there is an employee who has served for two terms or more as temporary employee on a permanent vacancy, the maximum period of service that could count towards probationary period would be three months. We may proceed to determine the rights of the parties in this case.

7. The main issue in this case would appear to be as to whether Nerkar had been appointed on a permanent post from the very start. The employee of the Union has not made any effort to prove this issue. The bank has taken the stand that he was not appointed on a permanent post at all. In fact, in the opinion of the Bank there had been no clear vacancy and it is only after the vacancy had been created that they considered the case of the applicant for regularising his service. The burden to prove the fact that he was on a permanent post is on the workman-Union as they asserted. This fact could have been easily proved by calling any of the Bank employees in the witness box along with the relevant record. In such a situation the assertion of the Bank has to be accepted that the employee in the first instance was not appointed on a permanent post. According to the Bank on 2nd of June, 1971 when the Bank again thought of appointing the workman on temporary basis, it was then that they received the sanction for the post from their Head Office. It is because of this reason that they had appointed the workman on probation with effect from that date and the period subsequent to it has been taken into consideration as probationary period. This dispute has been raised by the workman after 12 years which undoubtedly is inordinate delay. The applicant-Union is not entitled to any relief in this case. They have also cited various instances wherein the Bank gave benefits to their employees of the temporary period of officiation while computing the probationary period. Mere mentioning these instances does not serve any purpose as we do not know the circumstances in which the Bank had given the benefit to the workmen concerned. We do not know whether they were similarly situated as Nerkar. Moreover, I have to decide the case on the basis of paragraph 20.8 and these considerations would not avail the Union. Accordingly, I answer this Reference by saying that the Bank's action was justified when it confirmed A. S. Nerkar with effect from 1-11-1971. There shall be no order as to costs.

September 17, 1984.

JUSTICE K. K. DUBE, Presiding Officer
[No. L-12012/189/82-D.II (A)]

New Delhi, the 1st October, 1984

S.O. 3215.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur (M.P.) in the industrial dispute between the employers in relation to the Bank of Maharashtra, Nagpur and their workmen, which was received by the Central Government on the 20-9-84.

BEFORE JUSTICE SHRI K. K. DUBE (RETD.)
PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR (M.P.)

Case No. CGIT/LC (R) (12) of 1983

PARTIES :

Employers in relation to the Management of Bank of Maharashtra, Sitabuldi, Nagpur and their workman Miss Asha Pande.

APPEARANCES :

For Union—Shri Shahastrabudhe.

For Management—Shri Khare.

INDUSTRY : Bank DISTRICT : Nagpur (M. S.).

Dated, the 13th September, 1984

AWARD

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947 vide its Notification No. L-12012(186)/82-D.II(A), dated April, 1983, referred the following dispute for adjudication :—

"Whether the action of the Bank of Maharashtra, Sitabuldi, Nagpur in not including the temporary period of services put in by Miss Asha Pande, Steno-typist as part of probationary period with other benefits as per Bi-partite Settlement is justified? If not, to what relief is Miss Asha Pande entitled?"

2. The dispute here is whether or not a period of services of the workman Miss Asha Pande as Steno-typist rendered prior to her appointment dated 22-8-1978 under order No. ZME/ST/4115/78 should be counted towards her probationary period. The facts relevant for our purpose, in brief, are these. Miss Asha Pande was appointed after her selection as a Steno-typist at its Zonal office at Nagpur by an order dated 14-6-1978. Under this order her services were to come to an end automatically after two months. Asha Pande reported on duty on 19-6-1978 and served for two months when in terms of her letter of appointment, her services came to an end on 18-8-1978. On 22-8-1978, she was again taken in services under a letter dated 9-9-1978 bearing order No. NME/ST/KPR/6185/78 for another period of two months. On 27-12-1978 she was informed that she had been taken on probation on the same post of Steno-typist at the Zonal Office w.e.f. 27-8-1978 and confirmed in the services of the bank after six months' probationary period. It would be seen that Asha Pande's period of service between 19-6-1978 and 18-8-1978 was not counted towards probationary period though period after 27-8-1978 was so done. The letter of the bank in December, 1978 indicated that only her later period of service was taken into account towards the probationary period and the period of service rendered under the initial appointment was excluded. This is the controversy whether the Bank was justified in doing so.

3. The service conditions of employment of the bank employees are regulated by various settlement and agreements. We are here concerned with Bipartite Settlement and in particular paragraphs 20.7 and 20.8 of the Settlement dated 19-10-1966. This Settlement is in supersession of the earlier Settlements. Paragraph 20.7 defines 'temporary employee'. A temporary employee under this paragraph would be of three types, first when a workman is appointed for a limited period for work which is of an essentially temporary nature and as the post is itself temporary. Instances are familiar when employment is done because of the necessity to do a temporary nature of work. It would be when, for example, a survey has to be made and establishment has to be created for a short time. The second class contemplated is when a workman is employed temporarily as an additional workman in connection with a temporary increase in work which may be

of permanent nature. It is the temporary increase in the work which necessitated an appointment and as soon as this exigency was over, there was no necessity of the post being there. In both the above cases, the post is temporary as the work that is to be done is essentially of a temporary nature. The third category is when a permanent workman is absent because of leave or otherwise and a workman is appointed in his vacancy during his absence. The workman absent here is of permanent character, but the person appointed is temporary because he only remains for that period during which the permanent incumbent is absent. Paragraph 20.8 envisages a different situation. The words 'may also be appointed' occurring in the paragraph would indicate that this is a category of employees in addition to those mentioned in paragraph 20.7. Here a temporary employee could be appointed on a permanent post but for a maximum period of 3 months. It is imperative that during this period of 3 months, the management would be able to select a person for the post. Ordinarily 3 months' period should be sufficient to find a suitable person for the post which is of a permanent character. For this period when search for the permanent incumbent is made, the Bank is permitted to make a temporary appointment. This appointment is also called temporary appointment which is more like an adhoc appointment can be for a maximum period of 3 months. When selection is done and the selected person happens to be the temporary appointee, the period of employment of such employee will be taken into account as part of the probationary period. The employment in paragraph 20.8 is, therefore, of a special type different from all the classes mentioned in paragraph 20.7. The benefit available to the temporary employees in paragraph 20.8 is not available to the other temporary employees indicated in paragraph 20.7.

4. It would appear that paragraph 20.8 is not exhaustive of all the situations nor could it be said that the restrictions mentioned in paragraph 20.8 are so stringent that when no appointment could be made by the Bank within a period of 3 months, it loses its power to make any temporary appointment on that post. If the Bank is unable to appoint a permanent incumbent on a permanent post within 3 months, it is not devoid of power to appoint a man temporarily on that post to carry on the work of the Bank. These clauses of the Settlement have to be reasonably construed to subserve the intention of the parties. We cannot lose sight of the fact that we are not construing an enactment but the terms of Settlement and the rules of construction applicable to statutes may not apply here. I am, therefore, of the opinion that paragraph 20.8 reasonably construed is not exhaustive nor it places a ban on the bank to appoint a temporary hand once the period of three months is over. Such appointment when made would not be in violation of the Settlement. There may be cases which fall outside the clause. This is not to say that the provisions of Settlement under paragraph 20.8 could be circumvented by deliberately not appointing a person within 3 months on the permanent post. In such cases, we have to see whether the Bank was trying to over-reach the provisions of paragraph 20.8 but when it was faced with the difficulty in that it was not getting a suitable person within a period of 3 months, it could in the interest of the Bank, so that the work may go on, make such adhoc appointment as was deemed expedient.

5. The words 'the bank shall make arrangement for filling the vacancy' in paragraph 20.8 are instructive and imperative and expect that the Bank would make an appointment within 3 months. But as I pointed out above, it may be no fault of the Bank that such appointment could not be made within 3 months and for the exigencies of the work another adhoc appointment has to be made. Now if the ad hoc appointee is the same who was earlier temporarily appointed, the question arises whether the total period of service under more than one appointments by such an employee has to be taken into account as part of his probationary period or any lesser period. Paragraph 20.8 lays emphasis that the temporary appointments cannot be made for more than 3 months and secondly the Bank must appoint the permanent incumbent within this period. Therefore, in computing the total period of employment of a temporary employee serving for the second time in such a situation

would be wholly repugnant to the intention of paragraph 20.8. What would count towards his probationary period in such a situation would be the period of service rendered by him in the first instance which should not in any case exceed 3 months. The second employment was made in a situation which would not be covered by paragraph 20.8, but was contractual and will be governed by the terms of contract made in this regard, such a contract not being inconsistent with paragraph 20.8. I am, therefore, of the view that though it may be permissible to count the period of first employment of such temporary workman towards the part of his probationary period, it may not be permissible to count the period of employment of the temporary employee made subsequently during which period the vacancy on the permanent post remained unfilled when the total period exceeded three months. Since paragraph 20.8 permits appointments of a temporary employee for a maximum period of 3 months, this could be fixed as the limit for the period of employment which can be taken into account in the probationary period. Therefore, where there is an employee who has served for two terms or more as temporary employee on a permanent vacancy, the maximum period of service that could count towards probationary period would be three months. We may proceed to determine the rights of the parties in this case.

7. The bank has denied that Miss Asha Pande was given the appointment on a permanent post. It has pointed out that the post itself came into existence afterwards and there was no sanction to the post earlier. Therefore, it was merely for the exigencies of the work they had appointed her for a period of 2 months under their order dated 14-6-1978. There is nothing to disbelieve the bank through it did not produce the necessary order creating the post or the set up. Paragraph 20.8 of the Settlement does not, therefore, come force at all and no benefit of the service rendered under this appointment could avail the workman for counting the period of employment towards his probationary period. The workman however, refutes this position. Though it is difficult for the workman to bring the evidence that she was appointed on the permanent post, she made no attempt whatsoever to prove it. She should have called some of the officials in evidence with relevant record. The fact that she was appointed on a permanent post is asserted by her, therefore, the burden is on her to prove the fact. The bank has given her two months starting with the order appointing her subsequently i.e. with effect from 22-8-1978 towards her probationary period. What they have to compute is a period of 2 months of service of employment rendered by Asha Pande and this they have done.

8. The workman has cited 12 instances where the bank had departed from the practice in violation of paragraph 20.9 and have given the benefit of the period of service rendered by the temporary incumbent by counting such period towards the probationary period. These instances can serve no useful purpose as what I am concerned to decide in this case is whether taking into consideration the Bipartite Agreement, Asha Pande is entitled to have the period of employment rendered by her in her first appointment or second appointment counted towards probationary period and I am clearly of the view that only period not exceeding two months could be so counted.

9. The reference is, therefore, decided by saying that the Bank of Maharashtra Sitabuldi, Nagpur was justified in not including the temporary period of service put in by Miss Asha Pande as part of the probationary period under her first appointment, as such appointment was not on permanent post. She was entitled to only two months period to be counted towards probationary period. She has been given the advantage to which she became entitled under the Bipartite Settlement when she was subsequently appointed. There shall be no order as to costs.

JUSTICE K. K. DUBE, Presiding Officer

[No. L-12012/186/82-D.I.A.]

S.O. 3216.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur (M.P.) in the industrial dispute between the employers in relation to the Bank of Maharashtra, Nagpur and their workmen, which was received by the Central Government on the 20th September, 1984.

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR**

Case No. CGIT/LC(R)(23)/1983

(Central Govt. of Notification No. I-12012/188/82-D.
II(A). dt. 9-6-1983).

PARTIES :

Employers in relation to the Management of Bank of Maharashtra, Nagpur and their workman S. N. Fadnavis.

APPEARANCES :

For Union.—Shri Shahastrabudhe.

For Management.—Shri Dongre with Shri Khare.

INDUSTRY ; Bank **DISTRICT Nagpur (MS.).**

AWARD

The Central Government in exercise of its powers under section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication :—

“Whether the action of the Management of the Bank of Maharashtra, Nagpur in relation to its Divisional Office, Nagpur in confirming Shri S. N. Fadnavis as Clerk with effect from 1-5-70 instead of 11-6-1969 on completion of six months service from the date of his appointment and denying him seniority and other benefits as per Bipartite Settlement is justified? If not, to what relief is the concerned workman entitled?”

The facts in brief in relating to the dispute are these. Fadnavis was appointed as a Temporary Clerk by a letter dated 6-6-1979 for a period of three months. The appointment was with effect from 9-6-1969 and was to come to an end automatically after the expiry of three months. In terms of the appointment letter, the said appointment came to an end on 9-9-1969. By another letter dated 10-9-1969, he was given an appointment for one month with effect from 11-9-1969. This period also came to an end on 11-10-1969. Then on 13-10-1969 he was given an appointment for one month with effect from 13-10-69 on terms that this period shall also come to an end automatically without a notice on the expiry of one month. By a letter dated 17-11-1969, the period of appointment was extended by one month on the same terms, i.e. the appointment shall come to an end automatically after one month. The appointment therefore continued. This appointment was to expire on 13-12-1969 but before this, by an order dated 9-12-1969, the Bank offered a regular appointment to Fadnavis on certain terms enumerated in their order Annexure W/5. By this order, he was to undergo a probationary period of six months from the date of joining which could be extended to nine months, if considered desirable by the Bank. On 20th of May, 1970 the Bank issued an order regularising the workman and confirming him with effect from 1-5-1970.

2. After a lapse of nearly 11 years, on 27-3-1981, the employee made a representation that the period of service from 6th of June, 1969 till the date of regularisation had not been taken into account to which he was entitled under Paragraph 20.8 of the Bipartite Settlement, that initial period of his appointment had to be considered and the employee claims that he should have been confirmed on completion of six months' service from 11-6-1969. The dispute was then taken up by the Union of Maharashtra Bank employees and after a failure report by the Conciliation Officer, the matter as stated above has been referred to this Tribunal for adjudication.

3. According to the Bank, the earlier periods of service could not be taken into account as at that time, the employee had not been appointed on a clear vacancy. There was, therefore, no question of his being regularised on the said post.

4. The Management further asserts that even though the period of probation was for six months, the period of temporary employment from 13-11-1969 was considered while confirming the workman. The Bank did not consider the period of employment before 13-11-1969 as there was no clear vacancy or permanent post before that date. The workman, however, challenges this position and says that he had all along been working on the same post and doing the same work. There have been some artificial breaks in service but even then under paragraph 20.8 of the Bipartite Settlements, he must get the benefit of his temporary officiation on a permanent post. Paragraph 20.8 reads as under :—

“A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed a period of three months during which the bank shall make arrangements for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period”.

5. The service conditions of employment of the bank employees are regulated by various settlements and agreements. We are here concerned with Bipartite Settlement and in particular paragraphs 20.7 and 20.8 of the Settlement dated 19-10-1966. This Settlement is in supersession of the earlier Settlements. Paragraph 20.7 defines ‘temporary employee’. A temporary employee under this paragraph would be of three types, first when a workman is appointed for a limited period for work which is of an essentially temporary nature and the post is itself temporary. Instances are familiar when employment is done because of the necessity to do a temporary nature of work. It would be when, for example, a survey has to be made and establishment has to be created for a short time. The second class contemplated is when a workman is employed temporarily as an additional workman in connection with a temporary increase in work which may be of permanent nature. It is the temporary increase in work which necessitates an appointment and as soon as this exigency is over, there is no necessity of the post being there. In both the above cases, the post is temporary as the work that is to be done is essentially of a temporary nature. The third category is when a permanent workman is absent because of leave or otherwise and a workman is appointed in his vacancy during his absence. The workman absent here is of permanent character, but the person appointed is temporary because he only remains for that period during which the permanent incumbent is absent. Paragraph 20.8 envisages a different situation. The words ‘may also be appointed’ occurring in the paragraph would indicate that this is a category of employees in addition to those mentioned in paragraph 20.7. Here a temporary employee could be appointed on a permanent post but for a maximum period of 3 months. It is imperative that during this period of three months, the management would be able to select a person for the post. Ordinarily 3 months' period should be sufficient to find a suitable person for the post which is of a permanent character. For this period when search for the permanent incumbent is made, the Bank is permitted to make a temporary appointment. This appointment is also called temporary appointment which is more like an ad hoc appointment and can be for a maximum period of 3 months. When selection is done and the selected person happens to be the temporary appointee, the period of employment of such employee will be taken into account as part of the probationary period. The employment in paragraph 20.8 is, therefore, of a special type different from all the classes mentioned in paragraph 20.7. The benefit available to the temporary employees in paragraph 20.8 is not available to the other temporary employees indicated in paragraph 20.7.

6. It would appear that paragraph 20.8 is not exhaustive of all the situations nor could it be said that the restrictions

mentioned in paragraph 20.8 are so stringent that when no appointment could be made by the Bank within a period of 3 months, it loses its power to make any temporary appointment on that post. If the Bank is unable to appoint a permanent incumbent on a permanent post within 3 months, it is not devoid of power to appoint a man temporarily on that post to carry on the work of the Bank. These clauses of the Settlement have to be reasonably construed to subserve the intention of the parties. We cannot lose sight of the fact that we are not construing an enactment but the terms of Settlement and the rules of construction applicable to statutes may not apply here. I am, therefore, of the opinion that paragraph 20.8 reasonably construed is not exhaustive nor it places a ban on the bank to appoint a temporary hand once the period of three months is over. Such appointment when made would not be in violation of the Settlement. There may be cases which fall outside the clause. This is not to say that the provisions of Settlement under paragraph 20.8 could be circumvented by deliberately not appointing a person within 3 months on the permanent post. In such cases we have to see whether the Bank was trying to over-reach the provisions of paragraph 20.8 but when it was faced with the difficulty in that it was not getting a suitable person within a period of three months, it could in the interest of the Bank, so that the work may go on, make such ad hoc appointment as was deemed expedient.

7. The words 'the bank shall make arrangement for filling the vacancy' in paragraph 20.8 are instructive and imperative and expect that the Bank would make an appointment within 3 months. But as I pointed out above, it may be no fault of the Bank that such appointment could not be made within 3 months and for the exigencies of the work another ad hoc appointment has to be made. Now if the ad hoc appointee is the same who was earlier temporarily appointed, the question arises whether the total period of service under more than one appointments by such an employee has to be taken into account as part of his probationary period or any lesser period. Paragraph 20.8 lays emphasis that the temporary appointments cannot be made for more than 3 months and secondly the Bank must appoint the permanent incumbent within this period. Therefore, in computing the total period of employment of a temporary employee serving for the second time in such a situation would be wholly remnant to the intention of paragraph 20.8. What would count towards his probationary period in such a situation would be the period of service rendered by him in the first instance which should not in any case exceed 3 months. The second employment was made in a situation which would not be covered by paragraph 20.8, but was contractual and will be governed by the terms of contract made in this regard. Such a contract not being inconsistent with paragraph 20.8, I am, therefore, of the view that though it may be permissible to count the period of first employment of such temporary workman towards the part of his probationary period, it may not be permissible to count the period of employment of the temporary employee made subsequently during which period the vacancy on the permanent post remained unfilled. Since paragraph 20.8 permits appointments of a temporary employee for a maximum period of 3 months, this could be fixed as the limit for the period of employment which can be taken into account in the probationary period. Therefore, where there is an employee who has served for two terms or more as temporary employee on a permanent vacancy, the maximum period of service that could count towards probationary period would be three months. We may proceed to determine the rights of the parties in this case.

8. The Union has not led any evidence to prove that Fadnavis was appointed on a permanent post. The assertion that he was appointed on a permanent post is made by the Union and denied by the Bank. This fact could be proved by calling any bank employee in the witness box along with the record. No attempt has been made by the Union or the employee to prove that officiation of the employee prior to 13-11-69 was on a permanent post. As against this, the Bank asserted that the clear vacancy arose much later but they have given the benefit of the earlier

officiation to some extent to the employee. Though they are silent as to when the clear vacancy arose they have clearly denied the fact that the appointment of Fadnavis was on a permanent post. In my opinion, the burden was on the employee-workman Union to prove this vital fact if they wanted assistance of paragraph 20.8. That being the case, the Bank's action would seem fully justified. It may also be noted here that this dispute is very much belated and made after lapse of 11 years. It would not be desirable to disturb the seniority of other persons in such circumstances. The persons on superior posts have already gathered experience on such posts and it would not be permissible to demote them. The employee has also sought some assistance from the practice followed by the Bank in the cases of 12 employees. We are not told the facts of those 12 cases and the circumstances in which they had been given the benefit of the period of employment as temporary servants to be counted towards probationary period. However, the applicant cannot rely on their cases and succeed on the question of discrimination as full facts are not known, particularly as to whether the 12 employees were similarly situated as Fadnavis.

9. I am, therefore, of the opinion that the Bank was justified in confirming Fadnavis with effect from 1-5-1970 on completion of 6 months' service. There shall be no order as to costs.

14-9-84.

JUSTICE K. K. DUBE, Presiding Officer

[No. L-12012/188/82-D. II.A.]

N. K. VERMA, Desk Officer

नई दिल्ली, 22 सितम्बर, 1984

कां०आ० 3217.—मैसर्स लक्ष्मी रिंग डेवलर्स (सी० एच० ई०) लिमिटेड, 341, अयनाली रोड, कोयम्बटूर-641037 तमिलनाडु (टी०एन०/11355) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है के अधीन उन्हें अनुभेय हैं);

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु को ऐसी विवरणियाँ भेजना और

ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक भाग की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (7 क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, हानि वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति, और तथा कर्मचारियों की बहुसंख्या को भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संबत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी का मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस वृद्धि में संदेय होती जब वह उक्त स्कीम के अधीन होता तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, तमिलनाडु के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किस संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किरा कारणवश, स्थापन के कर्मचारी, भारत जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को ब्यवस्थित हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/88/84-एस०एस०-4]

New Delhi, the 22nd September, 1984

S.O. 3217.—Whereas Messrs Lakshmi Ring Travellers, (C.B.E.) Limited 341, Avanashi Road, Coimbatore-641037 (TN/11355) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Funds Commissioner, Tamil Nadu and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of Sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer

of accouts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of and establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Tamil Nadu and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014/88/84-SS-IV]

कां० आ० 3218—मैसर्स कुट्टेमुख आयरन ओर कपनी लिमिटेड, 11 ग्लाक, कोरामंगला, बंगलौर-34 (कं० नं० 9827) (जिसे इसमें इसके पश्चात् उक्त संस्थान कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 का उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किता पृथक अभिदाय या प्रामियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छुट देती है।

अनुसूची II

1. उक्त स्थापन के सम्बन्ध में नियोजक प्रादेशिक भविष्य निधि आयुक्त कर्नाटक को ऐसी विवरणीय भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त कर्नाटक के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहना है, और पालिसी को व्यपगत हो जाने दिया जाता है, तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अंतर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थान के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं० एस-35014/90/84-एस एस-4]

S.O. 3218.—Whereas Messrs Kudremukh Iron Ore Co. Ltd., II Block, Koramangala, Bangalore-34 (KN/9827) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Karnataka and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Karnataka and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

का.आ. 3219.—वैसई होक्स्ट कॉर्पोरेशन लिमिटेड होक्स्ट हाऊस, नारीमन प्वाइंट, 193, बेकवे रिकलेमेशन, बम्बई-400021 (म.ह. 4541) अपनी फैक्टरी समेत जो कि मुल्त, बम्बई-80 में स्थित है और (म.ह. 2566) के अन्तर्गत आती है (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को और इसकी फैक्टरी को जो कोड नं. (म.ह. 2566) के अन्तर्गत आती है, तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन में छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, बम्बई को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशित को प्रतिभार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, बम्बई के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की सम्भावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिश्रम की दशा में, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों को जो यदि यह छूट दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदे के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके

हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सति दिन के भीतर मुनिश्चन करेगा।

[सं. एस-35014/85/84-एस.एस.-1]

S.O. 3219.—Whereas Messrs Hoechst Pharmaceuticals Ltd., Hoechst House, Nariman Point, 193, Backbay Reclamation, Bombay-400021 (MH/4544) including its factory at Mulund, Bombay-80(MH/2566) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (Hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment and its factory covered under Code No. (MH/2566) from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Bombay, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the Legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Bombay and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects".

[No. S. 35014(85)/84-SS-IV]

का.आ. 3220:—मैसर्स जयपुर गोल्डन ट्रांसपोर्ट कम्पनी प्राइवेट लिमिटेड, रोशनारा रोड, दिल्ली-110007 (सी.ल. 309) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पथक अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबन्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावह अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसी लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 को पधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी इनमें संशोधन किया जाए, तब उस संशोधन को प्रति तथा कर्मचारियों का बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सौंप करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की ऐसी सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या हम स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले

फाय किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत ताराख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए व्यक्तिगत दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम प्राप्त होने के मात दिन के भीतर सुनिश्चित करेगा।

[स. एम-35014/76/84-एस.एस.-4]

S.O. 3220.—Whereas M/s. Jaipur Golden Transport Co. Ltd., Roshanara Road, Delhi-110007 (DL/309) (hereinafter referred to as the said establishment) have applied for exemption under Sub-Section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance, which are more favourable to such employees than the benefits admissible under the Employees Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by Sub-Section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, copy of the rules of the Group Insurance Scheme as approved by the Central Government and when amended alongwith a translation of salient features thereof in the language of the majority of the employees.

5. The employer shall arrange in respect of an employee who leaves the establishment and joins another establishment covered under the said Act, to transfer to the Insurance Fund in respect of the other establishment, the proportionate premium to the credit of the outgoing employees.

6. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act is employed in his establishment the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

7. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

8. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable, had the employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

9. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Delhi and where any amendment is likely to effect adversely the interest of the employees, the Regional Provident Fund Commissioner, shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

10. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this scheme are reduced in any manner, the exemption shall be deemed to have been cancelled with effect from that date and the establishment shall be treated as covered under the said Scheme.

11. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by Life Insurance Corporation of India, the policy is allowed to lapse, the exemption is liable to be cancelled and the employer proceeded against.

12. In the case of default, if any, made by employer in payment of premium etc, the responsibility for payment of assurance benefits to the nominee/legal heirs of deceased members who are covered under the Scheme will be that of the employer.

13. Upon the death of the member covered under the Scheme, the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S. 35014/76/84-FPG]

का.आ. 3221.—मैसर्स दो हैदराबाद अलविन मेटल वर्क्स लिमिटेड, सनसनगर, हैदराबाद (ए.पी./192) जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) (ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिस इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए वे फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप संहिता

बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायुक्त अनुमोची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन की तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा भेजेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे :

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा, जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो

तो नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, आन्ध्र प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वह प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्ययगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[सं. एस-35014/89/84-एस.एस.-4]

ए.के. भट्टराई, अवर सचिव

conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Andhra Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Andhra Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

S.O. 3221.—Whereas Messrs The Hyderabad Alluyn Metal Works Ltd., Sanatnagar, Hyderabad (AP/182) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the

नई दिल्ली, 22 सितम्बर, 1984

का० आ० 3222.—मैसर्स उत्तर प्रदेश स्पिनिंग मिल कंपनी, (नं.-1) लिमिटेड, अकबरपुर, फैजाबाद (उत्तर प्रदेश) यू.पी./6678 (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों का प्रवर्तन न छूटती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक ऐसे निरीक्षण प्रश्नों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का मदाय, लेखाओं का अन्तरण, निरीक्षण प्रश्नों का सन्दाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सन्दा करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देय रकम उस रकम से कम है जो कर्मचारी को उस दशा में सन्देय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रति कर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं या इस स्कीम के अधीन कर्मचारियों की प्राप्ति होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गये किसी व्यतिक्रम की दशा में, उन मृतसदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या : एस-35014/94/84-एस एस-4]

New Delhi, the 22nd September, 1984

S.O. 3222.—Whereas Messrs, U.P. State Spinning Mills Company (No. 1) Limited, Akbarpur, Faizabad, (UP/6678), (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A) of Section 17 of the Em-

ployees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S. 35014(94)/84-SS.IV]

का.आ. 3223.—मैसर्स यू.पी. स्टेट सिपिंग कार्पोरेशन नं.-1 मिल, सोमिया नगर, बाराबंकी (उत्तर प्रदेश) (यू.पी. 6727) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप संबंध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें

संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भुगत करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का अधिकृत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्ति की दशा में, उन मृत सदस्यों के नाम निर्देशिकाओं या विधिक वारिसों को जो यदि यह छूट न दी

गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या : एस-35014/106/84-एस०एस-4]

S.O. 3223.—Whereas Messrs. U.P. State Spinning Mills Company, (No. 1) Limited, P.O. Somaiya Nagar, Barabanki-23 (UP/6727) (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And Whereas, the Central Government is specified that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the SCHEDULE annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if he benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount

payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominee or the legal heirs deceased members who would have been covered under the said Scheme but for grant of this exemption, shall that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[F No. S. 35014(106)/84-SS. IV]

का०भा० 3224.—मैसर्स जे.श्री टायर एंड रबर प्रोडक्ट्स, गाँव और डाकघर खादसय (करचाना) इलाहाबाद (उत्तर-प्रदेश)-4375 (यू०पी०/4375) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियाँ भेजेगी और

ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्विष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय समय पर निर्विष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं, तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिसे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेश्य होती, जब वह उक्त स्कीम के अधीन होता, तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन के कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारण वश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे

स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पॉलिसी को ब्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम संदाय में किए गए किसी व्यतिश्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिवकवारियों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर उसके हकदार नामनिर्देशितियों/विधिवकवारियों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/103/84-एस एस-4]

S.O. 3224.—Whereas Messrs Jay Shree Tyres & Rubber Products Vill. & P.O. Khadsara, (Karchana) Allahabad, (UP/4375), hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds & Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance

Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/Legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(103)/84-SS.IV]

कां०आ० 3225.—मैसर्स इलाहाबाद, क्षेत्रीय ग्रामीण बैंक प्रधान कार्यालय 119/7, बाई का बाग, इलाहाबाद-3 (उत्तर प्रदेश 11437) (जिसे इसमें इसके पश्चात उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये फायदे

उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इसमें उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन का तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और—ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निदिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निदिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना विवरणियों का प्रस्तुत किया जाना बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय आदि भी है होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस राशम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो,

नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों का प्रतिभार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, स्पष्ट करने को युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नामनिर्देशितों विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/105/84.-एसएस.-4]

S.O. 3225.—Whereas Messrs Allahabad Kashetriya Gramin Bank, H.O. 119/7, Bai-Ka-Bagh, Allahabad-211003, (UP/11437), (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

नई दिल्ली, 24 सितम्बर, 1984

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S. 35014(105)/84-SS.IV]

865 GI 84—7.

का. आ. 3226.—मैसर्स हिन्दुस्तान प्रिफेब लिमिटेड, जंगपुरा, नई दिल्ली (डीएल 75) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है। की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का सन्दाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुमति है;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सन्दाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सन्दाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों सन्दाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक, सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा।

और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुशेष हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं; तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नामनिर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर भारतीय जीवन बीमा निगम उसके हकदार नामनिर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में सभी पहलुओं में पूरे किए गए दावों के प्राप्त होने के एक माह के भीतर सुनिश्चित करेगा।

New Delhi, the 24th September, 1984

S.O. 3226.—Whereas Messrs Hindustan Prefab Limited, Jangpura, New Delhi-110014 (India) (DI-75), (hereinafter referred to as the said establishment) have applied for exemption under sub-section 2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premiums, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insu-

rance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respects.

[No. S-35014(III)/84-SS.IV]

का० आ० 3227.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स टी. एम. इंडस्ट्रीज 26, बिप्लाबी पुलिन दास स्ट्रीट कलकत्ता-9 और यूनिट नं० 2 पी-68, पबित्रा गांगूली सारानी (सी० आई० टी० रोड) स्कीम नं० 7-एम ब्लॉक-2, कलकत्ता-54 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उप-धारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017/64/84-पी०एफ०-2]

S.O. 3227.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs T. M. Industries, 26 Biplabi Pulindas Street, Calcutta-9 including Unit No. II at P-68, Pabitra Ganguly Sarani (C.I.T. Road), Scheme No. VII-M, Block-2, Calcutta-54 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(64)/84-P.F.II]

का० आ० 3228.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स जे० एण्ड जे० टैक्सटाइल्स, क्लाथ मर्सेट्स, 10, नागेश्वरन नाथ स्ट्रीट, कुम्बाकोणम-612001, तमिल नाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/290/84-पी०एफ०-2]

S.O. 3228.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs J&J. Textiles Cloth Merchants, 10-Nageswaran North Street, Kumbakonam-612001, Tamil Nadu, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S.35019(290)/84-P.F.II]

का० आ० 3229.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स शारदा होम्यो लैबोरी 30, करीक लेन, कलकत्ता-14 और सेल्स आफिस 4/1बी, निर्मल चुन्दर स्ट्रीट कलकत्ता-12 और लैबोरी, 113, मुन्शी बाजार रोड, कलकत्ता-15 में स्थित नाम स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

(सं० एस-35017/63/84-पी०एफ०-2)

S.O. 3229.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sarada Homoeo Laboratory, 30, Creek Lane, Calcutta-14 including Sales Office at (i) 4/1, B Nirmal Chunder Street, Calcutta-12 and Laboratory at 13 Munshi Bazar Road, Calcutta-15 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(63)/84-P.F.II]

का० आ० 3230.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्री बैंकटेश्वर टनिंग वर्क्स, सं० 23, मंगापथी नाइक्कर स्ट्रीट, विन्धाडीपेट, मद्रास-2, तमिल नाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/291/84-पी०एफ०-2]

S.O. 3230.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sri Venkateswara Turning Works 23, Mangapathy Naicker Street Chinthadripet, Madras-2, Tamil Nadu have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(291)/84-PF.II]

का० आ० 3231.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बी० एम० पाल चौधरी एण्ड कं० प्राइवेट लि० 112, मार्केल्डंगा मेन रोड, कलकत्ता-54 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35017/65/84-पी०एफ०-2]

S.O. 3231.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs B.M. Paul Choudhury and Co. Pvt. Ltd., 112, Narkeldanga Main Road, Calcutta-54 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S.35019(65)/84-P.F.II]

का० आ० 3232.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कुलीकारई एग्रीकल्चरल सर्विस को-ऑपरेटिव सोसाइटी लिमिटेड कुलीकारई (झक)-613704-नन्नीलाम तालुक, तन्जौर डिस्ट्रिक्ट, तमिल नाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[सं० एस-35019/289/84-पी०एफ०-2]

S.O. 3232.—Whereas it appears in the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kulikarai Agricultural Service Co-operative Society Limited, Kulikarai (Post) 613704, Nannilam Taluk, Tanjore District, Tamil Nadu have agreed that the provisions of the Employees' Pro-

vident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(289)/84-P.F.II]

का० आ० 3233.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 30 सितम्बर, 1984 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

“जिला नैनीताल में तहसील हलद्वानी के राजस्व गांव हलद्वानी खास, मानपुर उत्तरी, लालकुआं, परगना भांवर छाह खाता के अन्दर आने वाले क्षेत्र”

[सं० एस०-38013/14/84-एस०एस० 1]

S.O. 3233.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 30th September, 1984 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttar Pradesh, namely :—

“The areas within the revenue village Haldwani Khas, Manpur North, Lalkuwan, Pargana Bhawar Chhah Khata, Tehsil Haldwani District Nainital.”

[No. S-38013/14/84-SS.I]

का० आ० 3234.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 30 सितम्बर, 1984 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबन्ध उत्तर प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

(1) संदीला शहर की नगरपालिका सीमा के अन्दर आने वाले क्षेत्र और

(2) जिला हरदोई में परगना तथा तहसील संदीला में सोम राजस्व गांव के अन्दर आने वाले क्षेत्र।

[सं० एस-38013/15/84-एस०एस० 1]

S.O. 3234.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 30th September, 1984 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Uttar Pradesh, namely :—

- "(1) The areas within the Municipal limit of Sandila city and
- (2) The areas within the revenue village Som in the Pargana and Tehsil Sandila District Hardoi."

[No. S-38013/15/84-SS.1]

नई दिल्ली, 25 सितम्बर, 1984

का. आ. 3235.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के खण्ड (ख) के अनुसरण में श्री अनिल बोर्दिया, अपर सचिव, भारत सरकार, श्रम एवं पुनर्वासि मंत्रालय, श्रम विभाग को श्री आर. के. ए. सुब्रह्मण्या के स्थान पर कर्मचारी राज्य बीमा निगम के उपाध्यक्ष के रूप में नाम निर्दिष्ट किया है ;

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के अनुसरण में, भारत सरकार के भूतपूर्व श्रम मंत्रालय की अधिसूचना संख्या का. आ. 850(अ) दिनांक 21 अक्टूबर, 1980 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में, "केन्द्रीय सरकार द्वारा धारा 4 के खण्ड (ख) के अधीन नामनिर्दिष्ट" शीर्षक के नीचे मद 2 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

"श्री अनिल बोर्दिया,
अपर सचिव, भारत सरकार,
श्रम एवं पुनर्वासि मंत्रालय,
श्रम विभाग, नई दिल्ली ।"

[संख्या यू-16012/7/84-एच.आई.
एस. एस.-1]

New Delhi, the 25th September, 1984

S.O. 3235. Whereas the Central Government has, in pursuance of clause (b) of section 4 of the Employees' State Insurance Act, 1948 nominated Shri Anil Bordia, Additional Secretary to the Government of India, Ministry of Labour and Rehabilitation, Department of Labour, as the Vice-Chairman of the Employees' State Insurance Corporation, in place of Shri R. K. A. Subramanya;

Now, therefore, in pursuance of section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the late Ministry of Labour No. S.O. 850(E), dated the 21st October, 1980, namely :—

In the said notification, under the heading "[Nominated by the Central Government under clause (b) of section 4]", for the entry against Serial Number 2, the following entry shall be substituted, namely :—

Shri Anil Bordia,
Additional Secretary to the Government of India,
Ministry of Labour and Rehabilitation,
Department of Labour,
New Delhi.

[No. U-16012/7/84-HI(SS.I)]

नई दिल्ली, 24 सितम्बर, 1984

का. आ. 3236.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 30 सितम्बर, 1984 को उक्त तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77-78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध मध्य प्रदेश राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् :—

"तहसील तथा जिला मुरैना में राजस्व
गांव पामाया, सेवा, तिकरा, विजयपुर
तथा औद्योगिक सम्पदा बनमोर के अन्दर
आने वाले क्षेत्र"

[सं. एस-38013/16/84-एस. एस. 1]

New Delhi, the 24th September, 1984

S.O. 3236.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 30th September, 1984 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI [except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Madhya Pradesh, namely :—

"The areas comprised within the revenue village of Pamaya, Seva, Tigra, Vijayapura and Industrial Estate Banmore, Tehsil and District Morena".

[No. S-38013/16/84-SS.I]

नई दिल्ली, 27 सितम्बर, 1984

का. आ. 3237.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दि विजय नगर लार्ज प्राइमरी एग्रीकल्चरल, कोऑपरेटिव क्रेडिट सोसाइटी लिमिटेड, कमालपुर, होसपेट तालुक बेलरी डिस्ट्रिक्ट, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है ।

[सं. एस-35019/322/84-पी० एफ 2]

New Delhi, the 27th September, 1984

S.O. 3237.—Whereas it appears, to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs The Vijayanagar Large Sized Primary Agricultural Co-operative Credit Society Ltd., Kamalapur, Hospet Tq. Bellary District Karnataka have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(322)/84-PF.II]

का. आ. 3238.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रामा कृष्णा टाकिल्स, पाटामाटा, विजयवाड़ा-7, कृष्णा डिस्ट्रिक्ट, आन्ध्र प्रदेश नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/321/84-पी.एफ.-2]

S.O. 3238.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Roma Krishna Talkies, Patamata, Vijayawada 7, Krishna District, Andhra Pradesh have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019(321)/84-PF.II]

का. आ. 3239.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स साइंटिफिक ग्लास एपरेट्स एण्ड ग्लास एम्पलाउस यूनिट इंडस्ट्रीयल इस्टेट, चन्दूलाल बारादरी, हैदराबाद-2, आन्ध्र प्रदेश नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/320/84-पी.ए. 2]

S.O. 3239.—Whereas it appears to the central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Scientific

Glass Apparatus & Glass Ampoules Unit, Industrial Estate, Chaudhul Baradari, Hyderabad-2 nA(dhra Pradesh) have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952(19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35019 (320)/84-P.F.II]

का. आ. 3240.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रेस वर्कर्स इंडस्ट्रीयल (वर्कशॉप) को-ऑपरेटिव सोसाइटी लिमिटेड, गोपाल स्ट्रीट, कन्नानूर-1, केरल नामक स्थापन के संबद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू होने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस 35019/319/84-पी०एफ. 2]

S.O. 3240.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Press Workers Industrial (Workshop) Co-operative Society Limited, Gopal Street, Cannanore-1, Kerala have agreed that the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952(19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No.S. 35019(319)/84-PF.II]

का.आ. 3241.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स गोदवारी फर्टिलाइजर्स एण्ड कैमिकल्स लिमिटेड 50, सेबास्टीयन रोड, सिकन्दराबाद-3, आन्ध्र प्रदेश तथा 2-111-3 रामानरयापेट, काकीनाडा-9 पर स्थित इसके प्लांट आफिस सहित नामक स्थापन के संबद्ध नियोजक कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं एस०-35019/318/84-पीएफ 2]

S.O. 3241.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Godavari Fertilisers and Chemicals Limited, 50, Sebastian Road, Secundrabad-3, A.P. including its Plant Office at 2-11-83, Ramanayyapet, Kakinada-9 have agreed that the provisions

of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment;

[No.S. 35019(318)/84-PF.II]

का. आ. 3242.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रोडक्शन सेन्टर केन्टीन, सर्वे आफ इंडिया, उप्पल रोड, हैदराबाद, आन्ध्र प्रदेश नामक स्थापन के संबंध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उप धारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस-35019/317/84-पी.एफ.-2]

S.O. 3242.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Production Centre Canteen, Survey of India, Uppal Road, Hyderabad, Andhra Pradesh have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(31)/84-PF-II]

का. आ. 3243.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स अमूडा कैफे, 172, अन्ना सलाई, पण्डिचेरी-1, तमिलनाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस 35019/316/84 पी एफ-2]

S.O. 3243.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Amuda Cafe 172, Anna Salai, Pondicherry-1, Tamil Nadu have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(316)/84-PF.II]

का. आ. 3244.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सोहाम इंजीनियरिंग कारपोरेशन, आजमबाद इंडस्ट्रियल एरिया हैदराबाद-500020, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उप-धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस 35019/315/84-पी एफ 2]

S.O. 3244.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Sobam Engineering Corporation, Azambad, Industrial Area, Hyderabad-500020, Andhra Pradesh have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(315)/84-PF.II]

का. आ. 3245.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स रेशारा सेवा सहकारी संघ नियामिथा, हाचोली, तालुका सिरुगुप्पा, जिला बेल्लारी, कर्नाटक नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं. एस 35029/314/84-पी एफ-2]

S.O. 3245.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Rythara Seva Sahakara Sangha Niyamitha, Hacholi Post, Siruguppa Taluk Bellary District, Karnataka have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(314)/84-PF.II]

का. आ. 3246.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स तल्लिमाडु बेटल नट पैकर्स, एल-15, सिडको इंडस्ट्रियल इस्टेट, कोडुगुगाइयूर, मद्रास-51, तमिल नाडु नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की

बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019(313)/84-पी०एफ०-2]

S.O. 3246.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Tamil Nadu Betal Nut Packers, I-15, SIDCO Industrial Estate, Kodungaiyur Madras-51, Tamil Nadu have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(313)/84-PF.II]

का०आ०.3247—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रेस्टो प्रोडक्ट्स, 2-2-1146/20/8 न्यू नालाकुंटा, हैदराबाद-500044, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/312/84-पी०एफ०-2]

S.O. 3247.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Presto Products, 2-2-1146/20/8 New Nallakunta, Hyderabad-500044, Andhra Pradesh have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(312)/84-PF.II]

का०आ०.3243—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इंडियन इन्टरप्राइजिज, आई०डी०ए० बालानगर, हैदराबाद-500037, आन्ध्र प्रदेश नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35019/311/84-पी०एफ०-2]

S.O. 3248.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs. Indian Enterprises, I.D.A., Balanagar, Hyderabad-500037, Andhra Pradesh have agreed that the provisions of the Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35019(311)/84-PF.II]

का०आ०.3249—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स दैतोन इंजीनियरिंग कन्सर्न 135, बी०आर०बी०, बासु रोड, कलकत्ता-1 और वर्क्स नं० 1, 233, बेलिलियस रोड, हावड़ा-1 और वर्क्स नं० 2 बाव्टीकुडी कालीताल, हावड़ा (प०ब०) नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा-1 की उपधारा-4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त अधिनियम के उपबंध उक्त स्थापन को लागू करती है।

[सं० एस-35017/66/84-पी०एफ०-2]

S.O. 3249.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Deton Engineering Concern, 135, B. R. B. Basu Road Calcutta-1 including works No. 1 at 233, Belilious Road Howrah-1 and works No. 2 at Balitikuri, Kalitala, Howrah (West Bengal) have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-Section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S-35017(66)/84-PF-II]

का०आ०.3250—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बेयर हाउस ओगनूब 57, डायमंड हारबोर रोड, कलकत्ता-23 नामक स्थापन के सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) के उपबंध उक्त स्थापन को लागू किए जाने चाहिए।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम के उपबंध उक्त स्थापन का लागू करती है।

[सं. एस-35017(62)/84/पी.एफ.-2]

S.O. 3250.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Ware House, Ognub, 57, Diamond Harbour Road, Calcutta-700023 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of Section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

[No. S. 35017(62)/84-P.F. II]

कां. आं. 3251.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 1) की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, इसमें उपाबद्ध अनुसूची में वर्णित अधिसूचनाओं को तुरन्त प्रभावी रूप में विवक्षित करती है।

अनुसूची

क्रम कां.आं.सं. और भारत के स्थापन का नाम
सं. अधिसूचना की तारीख राजपत्र भाग और पता
2, खंड 3,
उपखंड (ii)
में प्रकाशन की
तारीख

1	2	3	4
1.	644	7-2-79	17-2-79
2.	749	13-2-79	24-2-79
3.	756	13-2-79	14-2-79
4.	814	20-2-79	3-3-79

मैसर्स इंडस्ट्रियल फ्यूअल कंपनी,
कटराभा रोड,
धनबाद।

मैसर्स वजरग बलो
कोल कंपनी
गोविन्दपुर
(धनबाद)

मैसर्स शर्मा और
हार्डव प्लांट, टाटू-
निया, निरमा,
धनबाद।

मैसर्स वजरग बलो
हार्ड कोक इंडस्ट्रीज
टाटूनिया, डाकघर
रिसोकोवाटी,
जिला धनबाद।

1	2	3	4
5.	1322	11-4-79	21-4-79
6.	1347	11-4-79	21-4-79
7.	1928	24-5-79	9-6-79
8.	2777	25-5-79	11-8-79
9.	3500 और 3501	3-10-79	13-10-79
10.	3502 और 3503	3-10-79	13-10-79
11.	3504 और 3505	3-10-79	13-10-79
12.	3506 और 3507	3-10-79	13-10-79

मैसर्स पवन हार्ड
कोक इंडस्ट्रीज,
रतनपुरा, डाक-
घर गोविन्दपुर
जिला धनबाद।

मैसर्स विनोद कोक
इंडस्ट्रीज, ग्राम
कपमरा, डाकघर
मसूमा, जिला
धनबाद।

मैसर्स टेटूलिया
कोक प्लांट, जीटी
रोड, टेटूलिया,
डाकघर बड़वा,
जिला धनबाद।

मैसर्स शर्मा एण्ड
कंपनी, तुवादाहा,
गोविन्दपुर, जिला
धनबाद।

मैसर्स पंडा हार्ड
कोक इंडस्ट्रीज,
डाकघर पंडा,
(वाया) निरमा,
जिला धनबाद।

मैसर्स ब्लैक लाय-
मंड इंडस्ट्रीज
कपूरिया श्रिज,
डाकघर महूदा,
जिला धनबाद।

मैसर्स प्रीम्पार
हार्ड कोक, खड-
किया इन्टर-
प्राइजेज, डाकघर
पंडा (वाया)
निरमा, जिला
धनबाद (बिहार)

मैसर्स महूदा हार्ड
कोक मैनुफैक्च-
रिंग कंपनी कपू-
रिया श्रिज, डाक-
घर महूदा
जिला धनबाद।

1	2	3	4	1	2	3	4
				19.	507	27-1-82	6-2-62
13.	3509 और 3510	3-10-79	13-10-79				मैसर्स प्रदीप कोक इंडस्ट्रीज, रतनपुर, जी टी रोड, डाक- घर गोविन्दपुर, धनबाद।
14.	3511 और 3512	3-10-79	13-10-79	20.	598	17-1-82	6-2-82
							मैसर्स वी-हाइव कोक कंपनी, आनंद भवन, डाक- घर झरिया, जिला धनबाद।
15.	3513 और 3514	3-10-79	13-10-79	21.	1013	29-1-83	12-2-88
							मैसर्स गोपाल इंडस्ट्रीज एण्ड कंपनी, डाकघर कुमार, डूबी, जिला धनबाद।
16.	3515 और 3516	3-10-79	13-10-79	22.	506	27-1-82	6-2-82
							मैसर्स ओरोमा कोक मैन्युफैक्च- रर्स, बिहार टाकीज के पीछे, झरिया, धनबाद।
17.	3927	15-11-79	1-12-79	23.	2085	1-7-82	24-7-82
							मैसर्स इंडस्ट्रियल इंजीनियरिंग कंपनी बिहार टाकीज के पास, पोस्ट वाक्स सं 159, झरिया धनबाद (बिहार)
18.	3929	15-11-79	6-12-79				

[सं. एस - 35019/342/83-पी० एफ०-II]
चित्रा चापडा, निदेशक

S.O. 3251.—In exercise of the powers conferred by sub-section (4) of section 1 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby rescinds with immediate effect the notifications mentioned in the Schedule annexed hereto.

SCHEDULE

Sl. No.	S.O. No. and date of notification	Date on which published in the Gazetted of India Part II, Section 3, Sub-section (ii)	Name and address of the establishments
1	2	3	4
1.	644 dated 7-2-79	17-2-79	M/S Industrial Fuel Company, Katras Road, Dhanbad.
2.	749 dated 13-2-79	24-2-79	M/S Bajranghali coal Company, Govindpur (Dhanbad).
3.	750 dated 13-2-79	24-2-79	M/S Sharma, Beehive Plant, Totulia, Nirsa, Dhanbad.

1	2	3	4
4.	814 dated 20-2-79	3-3-79	M/S Bajrangbali Hard Coke Industries, Totalia Post Office Nirsoebatti, District Dhanbad.
5.	1322 dated 11-4-79	21-4-79	M/S Pawan Hard Coke Industries, Ratanpura, Post Office Gobindpur, District Dhanbad.
6.	1347 dated 11-4-79	21-4-79	M/S Vinod Coke Industries, Village Kapasara, Post Office Muguma, District Dhanbad.
7.	1928 dated 24-5-79	7-6-79	M/S Tetulia Coke Plant, GT Road, Tetulia, Post Office Barwa, District Dhanbad.
8.	2777 dated 25-5-79	11-8-79	M/S Sharma and Company, Tumbadaha Govindpur, District Dhanbad.
9.	3500 and 3501 dated 3-10-79	13-10-79	M/S Pandra Hard Coke Industries, Post Office Pandara (Via) Nirsa, District Dhanbad.
10.	3502 and 3503 dated 3-10-79	13-10-79	M/S Black Diamond Industries, Kapuria Bridge, Post Office Mahuda, Dist. Dhanbad.
11.	3504 and 3505 dated 3-10-79	13-10-79	M/S Premier Hard Coke, Kharkia Enterprises, Post Office Pandra (Via) Nirsa Dist. Dhanbad. (Bihar).
12.	3506 and 3507 dated 3-10-79	13-10-79	M/S Mahuda Hard Coke Manufacturing Company, Kapuria Bridge, Post Office Mahuda, District: Dhanbad.
13.	3509 and 3510 dated 3-10-79	13-10-79	M/S Patliputra Industries, Post Office Govindpur, Dhanbad.
14.	3511 and 3512 dated 3-10-79	13-10-79	M/S Shree Dwarka Bee-hive Plant, Post Office: Egarcoo Distt. Dhanbad (Bihar).
15.	3513 and 3514 dated 3-10-79	13-10-79	M/S Shree Rani Sati Industries Post Office: Pandra, Distt. Dhanbad
16.	3515 and 3516 dated 3-10-79	13-10-79	M/S Prakash Udyog, Post Office Pandara, Distt. Dhanbad (Bihar).
17.	3927 dated 15-11-79	1-12-79	M/S Khetawat Coke Manufacturing Company, Tundi Road, Post Office: Govindpur, Dist. Dhanbad (Bihar).
18.	3929 dated 15-11-79	1-12-79	M/S Oriental Coke Industries, Post Office: Govindpur, Distt. Dhanbad (Bihar).
19.	507 dated 27-1-82	6-2-82	M/S Pradip Coke Industries, Ratanpur, GT Road, Post Office: Govindpur, Distt. Dhanbad (Bihar).
	508 dated 17-1-82	6-2-82	M/S Bee-hive Coke Company, Anand Bhawan, Post Office: Jharia, Distt. Dhanbad.
1	1013 dated 29-1-83	12-2-83	M/S Gopal Industries and Company, Post Office: Kumardhubi, Distt. Dhanbad.
	506 dated 27-1-82	6-2-82	M/S Auroma Coke Manufacturers, Opposite Vihar Talkies, Jharia, Dhanbad.
	2685 dated 1-7-82	24-7-82	M/S Industrial Engineering Company, Near Vihar Talkies, Post Box No. 159, Jharia, Dhanbad (Bihar).

[No. S-35019/342/83-PF-II]

CHITRA CHOPRA, Director.

New Delhi, the 27th September, 1984

S.O. 3252.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, No. 1, Bombay in the industrial dispute between the employers in relation to the management of Oil and Natural Gas Commission, Baroda and their workmen, which was received by the Central Government on the 19th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 BOMBAY

Reference No. CGIT-9 of 1983

Employers in relation to the Management of Oil & Natural Gas Commission, Baroda.

AND

Their Workmen

APPEARANCES :

For the Employers.—Mr. H. S. Pai, Advocate.

For the Employee.—Mr. M. B. Anchan, Advocate.

INDUSTRY : O.N.G.C.

STATE : Gujarat.

Bombay, dated 30th August, 1984

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, by which the action of the management of the General Manager, Oil & Natural Gas Commission, Baroda and their workmen.

The reference is awarded as follows :

SCHEDULE

Whether the action of the Director (Mech. Engg.) Central Workshop ONGC, Baroda in terminating the services of the workman Shri D. K. Vyas, Khalasi Gr. III, w.e.f. 29-5-82 is justified? If not, so what relief the workman is entitled to?

At the hearing the parties informed that the matter is settled. The workman is present in person. He has signed the settlement. He accepts the settlement. I accept the settlement and make an award in Terms of this Settlement. Award accordingly.

R. D. TULPUL, Presiding Officer

[No. T-30012/1/83-D. III-B]

S.O. 3253.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Govt. Industrial Tribunal No. 1 Bombay in the industrial dispute between the employers in relation to the management of Mansar Manganese Mines of Messrs Manganese Ore (India) Limited, Nagpur and their workmen, which was received by the Central Government on the 19th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY

Reference No. CGIT-6 of 1983

Employers in relation to, Mansar Manganese Mines of
M/s. Manganese Ore (India) Limited, Nagpur.

AND

Their workmen

APPEARANCES :

For the Employer.—Mr. Nair, Advocate.

For the Union.—Mr. Gupte.

INDUSTRY : Mining. **STATE :** Maharashtra.

Bombay, dated 28th June, 1984

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, relating to the action of dismissal of one Shri Pentiyya Malyalwar, Compounder employed at the Mansar Mine of the Manganese Ore (India) Limited (hereinafter referred to as "the Company").

2. The employee was a compounder in the Company's mines and was attached to Mansar mines and was transferred to the Company's mines at Chikla by an order dated 6th August, 1978. On the 2nd of September 1978 he was reported to have committed an act of misconduct and was chargesheeted by a chargesheet dated the 1st of September 1978. An enquiry was held and the employee concerned was dismissed by an order dated 14th of November 1979. The employee has raised a reference and the matter is now before the Court.

3. The employee filed a statement of claim saying that he was in the employment of the Company from 1st of April 1965. According to him he is not guilty of the misconduct with which he is charged and that on that day, as a matter of fact, while he was proceeding to the canteen near the garage he heard some noise and went near there to find out what was going on there. There he found one Suresh, an outsider, in one of the vehicles of the Company, the workmen alongwith others tried to persuade Suresh to get out of the vehicle but they failed. According to him three persons were examined in the enquiry proceedings, viz. Anthony, Ammu and Damodar, the driver of the vehicle, but they did not confirm any of the charges framed against the workman. He says that Ammu who was examined has stated in his cross-examination that compounder Pentiyya, the dismissed workman was near the ambulance when Suresh broke the wind screen of the ambulance and Malyalwar attempted to persuade Suresh not to break the wind screen of the ambulance. The workman also pointed out that in respect of the same incident a complaint was made to the police and a prosecution was commenced against him and Naidu before the First Class Magistrate, Ramtek. That the employee was acquitted which acquittal order was produced before the enquiry officer. He, therefore, claimed that the findings of the enquiry officer were perverse, preconceived and that he should be reinstated with back wages.

4. The Company filed a reply to these contentions and contended that on 2nd September 1978 the employee, Pentiyya had gone to the Manager in an ambulance and asked the Manager for conveyance to go to Chikla. He was told that since he had obtained an advance from the management he could not be provided a conveyance. That the workmen thereafter went to the workshop with his friend Mr. Suresh Naidu. Both were fully drunk and that Naidu at the instigation of Malyalwar attempted to take out the ambulance which was parked. It then described the incident

which took place on that day and set out the chargesheet saying that the misconduct committed by the employee was under clause 10 sub-clauses (b) and (c) of the Company's Standing Orders, viz. "theft, fraud or dishonesty in connection with the Company's business or property and damage to employer's goods or property" and "acts subversive of discipline". That the enquiry was properly held. A show-cause notice was issued to the workman and after proper enquiry he was dismissed from the service. It contended that the legality and fairness of the enquiry may be decided first and if it is found otherwise, the Company may be allowed to prove the misconduct. It was its case that on account of the behaviour of the workmen and the other circumstances of the case, the management has lost confidence in the workman and therefore it was not in the interest of the industry to reinstate him. According to it he was usefully engaged after termination of service.

5. A rejoinder was filed by the workman to this reply who contended that clauses 10(b) and (c) were not attracted and that the employee's alleged misconduct did not cause any damage to the property of the Company. In order to attract the clause the employee must himself damage the property. The charge "acts subversive of discipline" was vague.

6. According to him the findings failed to take into account certain statements of the witnesses, particularly the circumstance that Anthony stated that his written statement was not correctly recorded and that the correct statement was that Ammu and Pentiyya both separated the quarrel and that both Ammu and Pentiyya stopped or attempted to stop Suresh. He also contended that certain answers even to the enquiry officer were also not taken into account as well as the evidence given by Ammu and Anthony as well as Damodar. These statements, the workman says, will go to establish that the workman did not instigate Suresh but tried to stop him from breaking the wind screen of the ambulance. On the basis of the evidence it was his further case therefore that he was not guilty of the misconduct alleged and the finding of the enquiry officer was perverse and prejudiced.

7. At the hearing of the reference it was intimated by the workman that he did not want to challenge the enquiry and whether it was fair or proper. Mr. Gupte on his behalf also stated that he did not want to lead any oral evidence and the matter was heard and argued.

8. The Company produced the enquiry papers before the Tribunal. It did not however produce the written statements of the three witnesses, Anthony, Ammu and Damodar which were used during the enquiry. It also did not produce the Standing Orders by which the workman were governed. They were then required to produce the same and both the Standing Orders as well as the written statements recorded of the three witnesses have now been produced.

9. As is pointed out earlier the two charges framed against the workman were under Standing Order Nos. 10(c) and (h)—"damage to employer's goods and property" and "acts subversive of discipline". The two Standing Orders which are produced are the one which was in force from 23rd April 1946 until certification of the new Standing Orders which are now in force from 16th June 1979. The certificate is given at the end of the Standing Orders.

10. It will be seen from the above that on 9th September 1978 when the chargesheet was delivered the former Standing Orders were in force the enquiry was however commenced on 30th June 1979. There does not appear any provision for saving the previously commenced inquiries. No new charge sheet was delivered nor misconducts under the new Standing Orders were specified. The misconducts under the two Standing Orders are not identical. Besides there are some other material charges, I shall however deal with that aspect of the matter at a latter stage. It would be sufficient to state here that nobody seems to have considered the effect of this situation, the inquiry and the charge misconducts.

11. The chargesheet however narrates the incident more extensively and refers to the workman as well as Suresh

Naidu being drunk. Then conversation with the Mine's Manager and later going to the workshop. The damage to the property of the employer seems to be only in connection with the damage caused to ambulance in breaking its wind-screen. The acts subversive of discipline perhaps refers to the acts charged against the workman of unauthorisedly taking out the ambulance and attempt to drive away the other Company's vehicle, viz. the Enclid. Since the procedure adopted at the enquiry is not being challenged and the only question which is raised is in regard to the perversity of the findings and the quantum of punishment. The only question, therefore, which I have to deal with is whether the findings are supported by the evidence and whether on the basis of the findings the conclusions drawn by the enquiry officer could be reached or otherwise.

12. The findings of the enquiry officer are also produced. He has summarised what has been stated by each of the witnesses viz. Anthony, Ammu and Damodar. I shall presently point out from the written statement which have been uses in this case what they contain. It will be seen that all the three witnesses were not present from the commencement of the incident and were not present from the beginning to the end. Both Anthony and Ammu have stated that the workman appeared to have been drunk. There is no other evidence about his conditions. That statement of course, is a surmise and their opinion. No other acceptable or reliable evidence is led as to the condition of the workman being drunk. Assuming, however that the workman was drunk, for the purposes of the enquiry it is not relevant as no charge is based thereon. Anthony stated that the workman stood on the bonnet of the ambulance and that Naidu wanted to take it out but could not do so. The workman is said to have uttered a threat that all the vehicles of the Company will be jammed and instigated Suresh to drive out the vehicle. Suresh then went to another vehicle called Enclid parked at some distance and attempted to drive it away but could not. Suresh then returned to the ambulance and later failing in the attempt to take it out smashed the wind screen. The enquiry officer does not say that for this purpose Anthony stated before him that the workman instigated Suresh. On the other hand, he referred to the fact that Anthony stated that the workman tried to stop Suresh, when "he was going to break the wind-screen". The only circumstance which seems to have weighed with the enquiry officer expressed and perhaps taken into account by him which is noted by him is, that the workman was present at the spot when the above incident took place.

13. As regards evidence of Ammu, the only other additional fact brought out in his written statement is that "Penttiya instigated Suresh to drive away the vehicle Enclid. He then refers to the fact again as stated by Ammu that the workman was present at the spot when Suresh broke the windscreen and that Penttiya did not stop Suresh when the latter was going to break the wind screen. The evidence of Damodar was similarly summarised and he is said to have stated that it was Penttiya, the workman who drove the Enclid, that it was at Penttiya's instigation that Suresh went to damage the ambulance, that Penttiya was seen near the ambulance when Suresh damaged the ambulance. He then set out what was stated by Damodar in his cross-examination and the fact that Damodar had admitted that Penttiya stopped Suresh when he went to break the wind-screen.

14. As the enquiry in this case commenced when the new Standing Orders came into force, it would have been really necessary to serve a new chargesheet and spell out the misconduct as contemplated by the new Standing Orders. The new Standing Order in para 29 classifies misconducts into minor and major. What was the misconduct in 10(h) under the old Standing Orders viz., 'act subversive of discipline' really does not find a place in the misconduct enumerated in the new Standing Orders. Something which comes nearer to it is to be found in clause B(i)(ix) while the other part of misconduct under 10(h) is taken care of in B(vii). As regards misconduct which was covered by item 10(c) under the former Standing Orders finds a place in B(x) in the new Standing Orders partly in the following terms 'causing damage to work in process or to any property of the management wilfully or through negligence or carelessness'. It is only with great difficulty that the misconduct "act subversive of discipline" can be brought under item B(i).

15. Another circumstance in which the two Standing Orders differ is the procedure relating to punishment. The former Standing Orders did not provide for taking into account specifically the previous record of the workman. This is now expressly provided under the new Standing Orders which is incorporated in para 31(f). It says that "No order of removal or dismissal from service shall be made by an authority lower than the appointing authority of the workman. In awarding the punishment, the management shall take into account the gravity of the misconduct, the previous record of the workman and any other extenuating or aggravating circumstances that may exist.....". There is no corresponding provision in the former Standing Orders. It merely grants to the workman an opportunity to explain the circumstance alleged against him before an order of punishment is passed.

16. The order passed upon the enquiry officer's findings in this case by the management is produced. It is dated 14th November, 1979. A show cause notice had been given to him on the 15th October, 1979 informing him that the findings were received of the enquiry and that the Manager finds that the charges levelled against the employee have been sufficiently proved. He therefore called upon him to show cause why he should not be dismissed. The order of dismissal followed and is dated 14th November, 1979. It appears that cause was shown by the employee. His explanation is dated 29th October. The Mines Manager, however, in his order makes no reference to it and also does not say that he has considered it or has considered the previous record of the workman, or further that there exist an extenuating circumstance so as to consider any other punishment against him. He merely repeats that an enquiry was held reasonable opportunity has been given and proceeded to hold him guilty under Section 10(c) and (b) of the Standing Orders. Considering the misconduct as serious, he dismissed him.

17. Apart from the defect in not conducting the enquiry under the prevailing Standing Orders, and apart from the defect of not serving him an appropriate charge-sheet in the new circumstances spelling out the charges, major or minor, under different clauses of the new Standing Orders, it is clear that the Mines Manager is bound to adopt the new procedure prescribed by it before inflicting the punishment under the new Standing Orders. If the Standing Orders effected a change which is more favourable to the workmen at that time, when the question of punishment is to be consider the mitigating circumstances and the explanation of the benefit of that more favourable provision of the Standing Order. As I pointed out Standing Orders have been in force from June 1979. They require the Mines Manager, who is the appointing authority to consider the previous record, to consider the mitigating circumstances and the explanation of the workman before award punishment. The orders show that he has not applied his mind to any of the matters and then passed the order of punishment. Since nothing has been done in this case to that effect on that short ground the order of dismissal cannot be said to be justified and has to be set aside.

18. Reverting to the findings of the enquiry officer, after a summary of the evidence he set out his conclusions. To reproduce them in his words they are as follows:

- (1) Penttiya was at the spot when Suresh damaged the ambulance;
- (2) Penttiya was under the influence of liquor at that time;
- (3) Penttiya had instigated Shri Suresh to drive the ambulance and the Enclid;
- (4) Because of instigation Shri Suresh damaged the ambulance;
- (5) Endeavour to stop Shri Suresh when he was about to damage the wind-screen was made at the last minute only after enough provocation.

It may at once be stated that the circumstances that Penttiya was under the influence of liquor is an irrelevant circumstance as no charges have been framed against him of disorderly behaviour or drunkenness. The first conclusion that Penttiya was at the spot when Suresh damaged the ambulance and the conclusions at 3, 4 and (5) can be taken together. As regards the third conclusion that Penttiya had instigated Suresh to drive the ambulance and Enclid can at best be considered as a misconduct which can be said to be an act subversive of discipline.

cipline. I have already pointed out that I have not been able to find under clause 29B "act subversive of discipline" classified as a misconduct involving major punishment under the Standing Orders prevailing from 16th June, 1979.

19. It was urged for the workmen that the misconduct of damage to employer's goods and property presupposes that the workman must himself cause damage. It does not include any instigation or abetment of causing such damage by another person. As the charge as it stood, there is scope undoubtedly for this contention. The Standing Orders which were applicable when the charge was issued do not specifically include instigation or abetment which the Standing Orders subsequently brought into force from 16th June incorporated. In para 29B (xxx) "Abetment of or attempt at abetment of any of the above acts of misconduct" has been mentioned as itself a misconduct. Needless to say however that the workman was not charged with abetment or attempted abetment. He was charged with the act of damaging the property of the Company. The findings of the enquiry officer therefore are at variance with the evidence about the misconduct. Instigation drive away the ambulance or Euclid is not instigation to damage it.

20. Apart from that though this by itself would introduce a grave infirmity in the enquiry proceedings. I am unable to find that here is any evidence which can be properly accepted which would go to show that the employee instigated or abetted in the act of causing damage to the ambulance by Suresh Naidu. There is no doubt evidence to show either in the written statement of the witnesses of their oral evidence, that Pentiyya instigated Suresh to take out either of the vehicles and drive them away. But there is no evidence to show that he instigated him to damage the vehicles. On the other hand the available evidence goes to show that he attempted to stop Suresh from damaging the windscreens. The enquiry officer himself admits that this is so, but says that he had sufficiently instigated Suresh before hand. Instigation to do one thing is not instigation necessarily to do another. An instigation may be responsible for the result if the person instigating knows or is likely to have known that the result is bound to flow or is a likely consequence of the act instigated. If the vehicles had been damaged when it was attempted to be taken out or when it was being driven, then it is possible that instigation or abetment may extend to the fact of damage which may be considered as a result of the abetment. Here the ambulance at that time was not attempted to be driven. The ambulance could not have actually moved out. What Suresh seems to have done is, frustrated in his attempt to start the ambulance, he came out and hit at the wind-screen. Even assuming there was instigation to drive away the vehicle, it cannot follow from this that there was instigation to hit the wind-screen. On the contrary, there is absolutely no evidence to show that the employee instigated Suresh to commit this act of vandalism.

21. There is further difficulty in the way of accepting these findings and the legality thereof. The employee as I stated earlier had been prosecuted and tried by the Judicial Magistrate, first Class, Ramtek. He was charged for the offence by the Magistrate under Sections 448 and 427 of I.P.C. and found not guilty of having damaged the ambulance nor having committed any trespass. He was acquitted of that charge and therefore held to have not committed any mischief with regard to the ambulance. If the enquiry officer's findings were to be accepted, that finding in the face of the acquittal recorded by the First Class Magistrate in case No. 1173 of 1978 cannot be sustained. It is true that a copy of the judgement was not available when either the enquiry was completed or the order of punishment passed. But that does not make any difference when the action which is being called in question and its justification is required to be adjudicated in a reference. Pentiyya therefore cannot be held to have committed any misconduct which was the substance of the criminal charge against him.

22. Even if that is so there is clear evidence against the workman of behaving in an indisciplined manner and contrary to the instructions to the Orders which must be there regarding handling of vehicles. As I indicated with some difficulty the act committed by the employee can be brought under misconduct specified in para 29B(i). The punishment awarded to the workman is on account of both misconducts in "causing damage to the property and goods of the employer" and "acts subversive of discipline". It is unnecessary

to repeat what I have said earlier above. Even if the act of the employee is liable to condemnation and may call for some punishment, the punishment meted out to him or dismissal against him cannot stand at all. The appointing authority while imposing punishment has not awarded punishment separately for the two misconducts, so that an attempt could have been made to save one of the punishment under the misconduct found or held guilty of. Since that is so the order of punishment must also fall with it. The result therefore is, that it must be held that the action of the management in dismissing the employee is unjustified and set aside.

23. As regards relied to the workman though I have found that the order of dismissal is not justified, I am unable to think that the employee's conduct was not such that no punishment could be imposed upon him. Nor I am able to think that he should, as a matter of course, awarded back wages and re-instatement though the employee would become entitled to reinstatement and back wages on his dismissal being set aside. I do not think that all back wages should be given to him. Neither party led any evidence to show as to what the workman was doing since 1979. In the circumstances, however, I am inclined to grant only half back wages to him. Besides the relief which the workman will be entitled would be reinstatement with immediate effect and within a fortnight from the publication of this award.

24. Award accordingly.

R. D. TULPULE, Presiding Officer.

[No. L-27012/10/82-D.II-B]

New Delhi, the 29th September, 1984

S.O. 3254.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal Chandigarh in the industrial dispute between the employers in relation to the management of Messrs A. G. Company, lease holder of Pali (Stone) Pali (Sand) and Badkhul Stone Quarries in Faridabad District (Haryana), and their workmen, which was received by the Central Government on the 14th September, 1984.

BEFORE SHRI I. P. VASISHTH, PRESIDING OFFICER,
CENTRAL GOVT., INDUSTRIAL TRIBUNAL.

CHANDIGARH

Case No. I.D. 146/83

PARTIES :

Employers in relation to the Management of Messrs
A.G. & Company, Faridabad Haryana.

AND

Their Workmen

APPEARANCES :

For the Workmen—Shri Adarsh Kumar,

For the Employers—Nemo.

STAFF : Haryana

INDUSTRY : Mining

AWARD

Dated the 10th of Sept., 1984

The Central Govt., Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the Industrial Disputes Act, 1947 hereinafter referred to as the Act, per their Order No. I-29011(24)/83-D.II(B) dated the 29th of Nov. 1983 referred the following industrial dispute to this Tribunal for adjudication

"Whether the demand of the workers of Pali (Stone) Pali (Sand) and Badkhul Stone Quarries of Messrs A.G. & Co. Faridabad for raising the present rate of Rs. 71 per 150 O.ft. stone per truck to Rs. 100 per truck is justified? If so, to what relief are the workmen concerned entitled?"

2. The petitioner Union represents the employees of M/s. A.G. & Company, leasees of Budkhul Stone Quarry in Faridabad district in Haryana. As a part of their functional obligation they are required to break stones of various types and quality @ Rs. 71 per 150 O.ft. It was felt that

the payment was short of their labour and entitlement, since the Management was making huge profits and the job itself was quite strenuous. They, therefore, they raised a demand for enhancement of the "rates" and a the Management was found unresponsive despite the intervention of the Conciliation machinery, hence the Reference.

3. In their Claim-statement, the petitioners complained that the Management was making the following unwarranted deductions from every slab of Rs. 71 earned by them while working for a truck load of 150 O.ft.

	Rs.
(i) 2½ feet hole @Rs. 2.50 per foot :	6.25
(ii) 1¼ kg. explosive	1.25
(iii) 1 detonator	1.00
(iv) Batti	0.50
(v) Cost of removal of soil	15.00
(vi) Dewatering charges :	3.00
(vii) Thekadar/Jamadar Commission	5.00
Total	Rs. 32.00

4. The petitioners pleaded that the Management was earning about Rs. 500 per O.ft. on exploiting their misery and so such so that even the basic amenities like Medical aid etc. were not being provided to them. They, therefore, demanded an amount of Rs. 100 per 150 O.ft. i.e. one truck load broken stones without any deduction.

5. The Management adopted a very evasive attitude towards the proceedings. Time and again they served with the process of the Tribunal but after seeking many adjournments, on one or the other pretext, they finally showed their reluctance to join issue on the plea that the matter was already subjudice before Supreme Court since 1982. Significantly enough no supporting material was produced to assume the pendency of the dispute before the Hon' Judges and it goes without saying that no stay order was projected, rather the very fact that the dispute was referred to the Tribunal by the Appropriate Govt. in late Nov., 1983 goes a long way to demolish the proposition of any judicial restraint on the instant proceedings.

6. In support of their case the petitioners submitted the affidavit of one of them viz, Chuni Lal son of Shri Lachman which appears to be in tune with the Claim-statement.

7. On a careful scrutiny of the entire available data and hearing the petitioner's Union I find sufficient force in their contention that the Management have no legal or moral justification to effect any deductions from the prevalent rate of Rs. 71 per truck load i.e. 150 O.ft. of broken stones, because a bare perusal of the impugned details would show that such type of expenses are normally borne by an Employer; after all it is his responsibility to provide the facilities and material for the breaking and removal of stones from the Quarry.

8. All the same, the petitioners' demand for enhancement in the rate of Rs. 71 to Rs. 100 per 150 O.ft. is not sustainable because even in the affidavit of Chuni Lal there is nothing to reveal which could prompt the Tribunal to draw an inference that the present rate was fixed on a lower side or as to how the Management was exploiting the fruits of their labour due to under payment.

9. I, therefore, partly sustain their cause and return my Award with the direction to the Management to forthwith stop the illegal practice of effecting the above mentioned deductions from the prevalent rate of Rs. 71 per truck load (150 O.ft.) of stone.

Chandigarh.
10-9-1984.

I. P. VASISHTH, Presiding Officer.
[No. L-29011/24/83-D.III(B)]

New Delhi, the 1st October, 1984

S.O. 3255.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government—
865 GI/84—10

ment Industrial Tribunal, No. 1, Bombay in the industrial dispute between the employers in relation to the management of Messrs Shreeram Durgaprasad Ores (Private) Limited, Tumsar and their workmen, which was received by the Central Government on the 19th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT BOMBAY (CAMP : NAGPUR)

Reference No. OG-II. 8 of 1982

Employers in relation to Messrs. Shreeram Durgaprasad Ores (Private) Limited, Tumsar.

APPEARANCES :

For the employers—Mr. M. M. Verma, Advocate.

For the Workmen—Mr. H. C. Rishi, Advocate.

STATE : Maharashtra. INDUSTRY : Mining.

Nagpur, the 9th July, 1984

AWARD

This is a reference under Sec. 10(1)(d) of the Industrial Disputes Act, by which the action of the management of the mines owned by Seth Umashankar Agarwal of M/s. Shreeram Durgaprasad Ores (Pvt) Ltd., in not re-employing persons whose names were mentioned in the Annexure to the reference was required to be adjudicated. The reference reads as follows :

SCHEDULE

"Whether the action of the management of Messrs. Shreeram Durgaprasad Ores (Private) Limited, Tumsar in not reemploying persons mentioned in the Annexure in employment while filling up the vacancies in March 1981 is justified? If not, to what relief are the workmen entitled?"

To the reference is annexed a list of 268 persons to whom employment was not offered and to decide what relief they would be entitled to, if the action of the management in not employing them is not justified.

2. On behalf of the employees a statement was filed by Siddarth Manganesse. Khadan Kamgar Sangh (hereinafter referred to as "the Union"). The Union made a number of contentions which do not strictly fall within the terms of reference. It pointed out that the mines are owned by Seth Umashankar Durgaprasad Agarwal who appointed Shreeram Durgaprasad as a Raising Contractor. It contended, therefore, that Seth Umashankar is the principal owner and employer though the employees were working for the Raising Contractor Company. The work in the mines commenced sometime in 1976. It then referred to its contentions with regard to wages which were payable but were paid less and were less than the minimum wages, non-issue of pay-slips, employees cards, etc. and the strike which according to it was resorted to after the demands made in the charter of demands failed after negotiations between the employees and the employer.

3. Coming to the controversy, it stated that a notice was issued by Seth Umashankar Durgaprasad under Sec. 25FFA on 1st November, 1980 giving reasons for the notice of closure of Bhandarbodi Mines giving therein reasons for closing down the mines with effect from 7th January, 1981 and that the services of the workmen would be terminated, numbering about 290.

4. According to the Union the reasons were not genuine nor were substantial and that the action of the employer was mala fide in that the Company wanted to get rid of the employees. The workmen were not paid retrenchment compensation before the closure of the mines and some signatures and thumb impressions were obtained from the workmen. As I pointed out, these contentions except that a notice was issued under Sec. 25FFA are not germane to the subject of the reference. The Union then refers to the notice dated 10th March, 1981 some of which were sent by post to some workers and were signed by the Secretary of the Company, that there were vacancies for 150 miners and that workers should report for work from 10th to 13th. The said notice, it is alleged, was dated 20th February, 1981 but was not put up on the notice board at all on that day. Only some workers received by post the notice of the fact of intended opening of the factory. The workmen were ac-

usually living in Bhandarbodi village and the Company knew about it. Letters were deliberately sent to them to their far off villages so that they will not be delivered to them in time.

5. Some of the workmen thereafter went to the mines to report for work on 14th but were not given work and new workmen were employed. They were brought from Sioni Canel Works who were outsiders while ex-employees were not given work. According to them three days were too short for reporting and that those dates were fixed deliberately so that the workers would not be able to join. It also stated that none of the workmen had resigned from the Company's employment and the signatures and thumb impressions which were taken on blank papers seem to have been used for fabricating these false resignation. Therefore, the Union prayed that the Company should be directed under Sec. 25H to re-employ all the ex-workmen, without losing lien on their jobs.

6. On behalf of Shriram Durgaprasad (Pvt.) Ltd. (hereinafter referred to as "the Company") a written statement was filed even before the statement of the Union. That is why some of the references in the Union's statement contain a denial of the submissions of the Company. The Company raised the contention that Seth Umashankar Agarwal who is the proprietor is not a party to the reference and there are no workmen employed him; that it is only the Company which is the Raising Contractor which employed a number of workmen. The Company then stated that it would be outside the scope of the reference to decide the contentions regarding closure of the mines. It said that the Company had to close the mines as the surface was overburdened and its removal was costly in comparison with the ore available. The walls had also collapsed which had resulted in the coverage of the ore-body with heavy debris. The mining operations were tilting dangerously towards the public road and the government had not granted permission for diversion of the road. Further excavation was not possible; the ore also contained high percentage of phosphorus thus making its marketability difficult. The proprietor therefore decided to close down the mine in accordance with Sec. 25FFA on 1st November, 1980. Later, however according to the Company when it decided to reopen the mine on 13th March, 1981 letters were sent to the workmen. About 45 workmen had already resigned, 51 notices which were sent to the workmen which were returned. Those were sent to the addresses of the workers with the Company. Two of them reported for work and were accepted on duty and the remaining did not report for work.

7. After the receipt of the Union's statement a rejoinder was submitted by the employer Company in which various submissions of the Union were sought to be denied including those which were not relevant to the terms of the reference. It may however be stated that according to the Company Seth Umashankar Agarwal was represented by a person named Mr. Arora and that the employees were not direct employees of the employer Seth Umashankar Agarwal. Mr. Arora also did not employ these employees and was there merely to supervise the mining operations of the mines on behalf of the owner. With regard to the Union's statements which are relevant to this reference by way of this rejoinder the Company contended that beside sending letters by registered post "all workmen were informed of the reopening of the mines and given opportunity to report for duty". Apart from the registered letters, it sent to the addresses given to the Company, it said that "the rest of the workmen were personally contacted as they were working near the mines". According to it the mines were restarted in a small way and the requisite number of employees needed were only 150. It has not taken "into employment other than those who were previous to the closure" employed in the mines. While offering employment it has taken to account seniority of the workmen. It then contended that the provisions of law on re-employment of the workmen had been strictly adhered to and that the reference is not for reinstatement but for re-employment.

8. Oral and documentary evidence was led by the parties in support of their contentions.

9. As I have stated earlier and as will appear from the terms of the reference the Tribunal is called upon to adjudicate upon the action of the Company in not reappointing the scheduled number of persons and whether it was justified.

The question, therefore, whether the employer, after closure of the mines, was bound to re-employ the concerned employees naturally falls for consideration. The Union however wanted to widen the subject of the dispute by contending during the course of the hearing and attempting to lead evidence and argue the question, whether the closure itself is justified and bona fide.

10. After discussion of the matter, which had been preceded by a discussion earlier on 16th April an order was passed on 27th June, "that evidence may be given only to establish and show which particular workmen according to the Union had approached the company for work and offered themselves for work". Coming to re-employment it may be stated that it was urged that it arose on the basis of Sec. 25H; that also appears to be the thinking behind the drafting of the terms of this reference.

11. The Company's submission before me was that it had given a notice of closure of the undertaking under Sec. 25FFA. That section does not contemplate any procedure or provision for re-employment and the action thereunder is not controlled by the provisions of Sec. 25H of the Industrial Disputes Act. The second contention raised was that the employer had appointed only one mines manager and a maximum of 150 workmen could be appointed and were needed. Under the relevant rules and provisions the re-employment had to be restricted to that figure. The Company had employed 109 out of the schedule 268 workmen. So far as these 109 workmen are concerned therefore the reference did not survive at all. It was rightly contended that the question then remained of only 41 employees from the scheduled list which has to be sorted out. As Sec. 25H does not govern the action so far as offer of re-employment was concerned, it was said that the employer was not bound to employ these 41 employees. Besides the employer had discharged his obligation by sending registered letters to the concerned employees and 51 of such letters have been returned unserved. They have not been employed by the employer as they had not reported for work within the time given. Lastly that even according to the Union's evidence and the case as disclosed goes to show that some 60 to 80 workmen presented themselves for work after the mines started working on the 13th, on 14th or thereafter. Since they had not responded to the public notice as well as individual notices sent and the mines had started working with effect from 13th with full permissible complement of 150 workmen these remaining workmen have no right to be re-employed and cannot seek any employment relief against the Company.

12. The relevant provisions of the Act which are relevant in this proceedings are Secs. 25FFA, 25H and 25FFF. I may first refer to Sec. 25FFA which prescribes the giving of notice by an employer "intending to close down the undertaking". It is not disputed that such a notice was given on the 1st of November, 1980 informing that closure will take place on 7th of January, 1981. It is true that the Union has contended that the reasons given in the notice are neither true nor bona fide. As pointed out earlier all these questions are outside the pale of the reference and cannot be gone into. We have therefore, to proceed on the basis that the Bhandarbodi Mines were closed in terms of Sec. 25FFA effective from 7th January, 1981. We may then refer to Sec. 25FFF which speaks of compensation in the case of closing down of an undertaking. That section says that "where an undertaking is closed down for any reason whatsoever", the workmen shall be entitled to notice and compensation in accordance with Sec. 25F as if the workmen had been retrenched". The entire Sec. 25F is not brought into play but Sec. 25F is referred for purposes of awarding of compensation and notice to the workmen and for no other purpose. This is the view taken by the Supreme Court as I shall presently point out in a number of cases in this behalf. Had it been intended that the entire provisions of Sec. 25F upon the closure under Sec. 25FFA should become applicable the Section would have been worded somewhat like this "where an undertaking is closed down for any reason whatsoever the provisions of Sec. 25F will become applicable to such workmen who were immediately in service before the closure". This result could also have been achieved by adopting a different form such as the provisions of Sec. 25F would then become applicable. This would have ensured to the workmen all the rights following from the application of Sec. 25F. Sec. 25FFA lays down a fictional introduction of that provision for two purposes only viz. notice and compensation. Such workmen are not retrenched workmen but, only "as if they are retrenched".

13. It must be quite clear that ordinary retrenchment contemplated under Sec. 25F enjoins upon an employer to give a notice unless (1) it is dispensed with under an agreement, (2) pay retrenchment compensation at the rate of 15 days' average pay for every completed year of service and that (3) this has to be done at the time when he is to be retrenched. In other words, the retrenchment compensation has to be paid at the same time. Such a condition is not prescribed under the express words of Sec. 25FFA. It only provides for calculation of compensation "as if the workmen were retrenched". It therefore supplies the manner of calculation of compensation but does not introduce the manner of its payment as part thereof producing consequences for failure to pay like in the case of an action under Sec. 25F.

14. We may then refer to Sec. 25H which confers certain rights upon retrenched workmen. That section enjoins upon an employer "to give an opportunity to the retrenched workmen for re-employment". Such retrenched workmen who offer themselves for re-employment have preference over other persons. This section does not say that its provisions apply not only to workmen who are retrenched but also to those whom compensation is paid as if retrenched or whose services were terminated on account of closure. Sec. 25H is clear and it is therefore only those workmen who were retrenched under Sec. 25F to whom rights under Sec. 25H would be available.

15. Consequence of this petition would be that an employer who closes his undertaking in terms of Sec. 25FFA and actually closes it, his employees cannot have a right of re-employment. Even under Sec. 25H the utmost right which the employee retrenched under Sec. 25F has, is to have an opportunity for re-employment offered to him, and to have preference over other persons. In the case of workmen whose services were terminated not on account of retrenchment but on account of closure, he will not become automatically entitled to the benefit of Sec. 25H including an opportunity for re-employment and preference over other workmen. That seems to be also the position emerging from a number of decisions to which I shall presently refer. Before proceeding further, however, we may advert to the definition of the word 'retrenchment' under Sec. 2(oo) of the Industrial Disputes Act. Under this Section "retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action." The ambit of the word 'retrenchment' in the definition was therefore sought to be extended to embrace even the case of a workman whose services have been terminated on account of closure.

16. In *Pipraich Sugar Mills Ltd. vs. Pipraich Sugar Mills Mazdoor Union*, reported in (1950-67) 3 S.C.L.J., p. 1932 (also reported in 1957 I, L.J., 235 and 11 FJR, 262), the Supreme Court observed that "retrenchment means in ordinary parlance, discharge of the surplus, it cannot include discharge on closure of business". It will, therefore, be clearly seen that retrenchment as contemplated under Sec. F will not be applicable to a case of closure though the benefit of retrenchment compensation allowable under Sec. 25F has been extended to a case of workman whose services have been terminated on account of closure.

17. In *Hariprasad Shivshankar Sukla and another vs. A. D. Divekar*, reported in (1956-57) 11 FJR, 317, the Supreme Court dealt with the contention that the expression "for any reason whatsoever" would also cover a case of closure of business as one of the reasons for termination of the service of workmen by the employer. The Supreme Court observed that "we agree that the adoption of the ordinary meaning gives to the expression 'for any reason whatsoever' a somewhat narrower scope, one may say that it gets a colour from the context in which the expression occurs, but we do not agree that it amounts to importing new words in the definition". It went on to say that "in the absence of any compelling words to indicate that the intention was even to include a bona fide closure of the whole business, it would, we think, be divorcing the expression altogether from its context to give it such a wide meaning as is contended for by learned counsel". In other words, employees whose services came to be terminated on account of closure, the Supreme Court refused to equate with retrenched employees under Sec. 25H though they were equated for the purpose of payment of compensation.

18. I may turn to three more decisions in which similar questions were raised. The first of the decisions is in *Hathisingh Rfg. Co. Ltd., and others vs. Union of India and others* (1960 II, L.J., p.1) where the provisions of Sec. 25 F, 25FFF (1) were considered when the same was challenged on the ground of constitutional validity.

Supreme Court, however, observed :

"On closure of an undertaking, the workman are undoubtedly entitled to notice and compensation in accordance with Sec. 25F as if they had been retrenched, i.e. the workman are entitled beside compensation to a month's notice or wages in lieu of such notice, but by the use of the words 'as if the workmen had been retrenched' the legislature has not sought to place closure of an undertaking on the same footing as retrenched under Sec. 25F".

Hathisingh's case was relied upon by the Supreme Court in *Anakapalla Cooperative Agricultural and Industrial Society Vs. its workmen and others* (1962 II, L.J., 621) where a claim to reemployment was also pressed arising out of a case of transfer of an undertaking though it was not a case under Sec. 25FFA or 25FFF. The observations, to my mind, indicate the rights of the workmen in case of closure of an undertaking. The material words which fell for determination there occurring in Sec. 25FF are identical which appear in Sec. 25FFF. On a parity of reasoning, therefore, the extent of the rights which such workmen get "as if they are retrenched" available under Sec. 25FF would be the same as those under Sec. 25FFF. The last clause clearly brings out the fact that the termination of the services of the employees does not in law amount to retrenchment. The words "as if" bring out the legal distinctions between the retrenchment defined in Sec. 2(oo) as interpreted by this Court and termination of services consequent upon transfer with which it deals. In other words, the section provides that though termination of service on transfer may not be retrenchment the workmen are entitled to compensation. It pointed out that the provisions has been made "for the purpose of calculating the amount of compensation payable to such workmen" and clearly for no other purpose. In the aforesaid observation of the Supreme Court if the word 'closure' is substituted in place of 'transfer' same result will follow as both 'transfer' and 'closure' produce termination of employer and employee relationship.

19. It will thus be seen that Sec. 25H cannot be invoked. Even if the workmen can claim closure compensation "as if they are retrenched" in accordance with the provisions of Sec. 25F, they cannot, therefore say that they are entitled to any reemployment. If they cannot have a right of re-employment, the present reference will have to be answered against the workmen and in favour of the employee. Even otherwise this reference relating to 268 workmen whose names appear in the schedule in the reference as claiming to be entitled to reemployment it must be held to be not maintainable and can only survive to the extent of only 150 workmen which is the permissible limit. Out of them 109 are already employed and the reference will then survive with respect to only 41 workmen.

20. The Central Government has framed rules under the Mines Act. Rule 34 provides that a "mine cannot be worked, opened or reopened unless a manager" is duly appointed. The rules also provide the number of workmen who can be employed depending upon the class of certificate of mine and that held by the mine's manager. It appears that to the mine in question, a certificate was granted under Regulation 34(5)(a) whereby the manager of the Bhandarbodi Mines was authorised to appoint only 150 workmen in all. An order to that effect was produced by the Company dated 6th February, 1981 and addressed to Mr. Marskole, admittedly the manager of the Bhandarbodi Mines. That makes it quite clear that the permission was granted on the condition that "the total number of persons in the mines do not exceed 150 and no work is done under ground". At the most, therefore, the question with regard to the relief will survive in respect of 41 workmen as stated above. A list of 109 workmen employed out of scheduled 268 has been given by the Company as directed on 20th June, 1984. It must, therefore, be held that the reference does not survive in respect of 109 workmen whose names appear in the list dated 20th June, 1984.

21. I may now briefly deal with the other contentions which I have mentioned before and the evidence led in that behalf.

Regarding the controversy generated in regard to the contention that the workmen had appeared and referred themselves for work to the Mines Manager but were not given work, the Union in this connection produced an office copy or the application addressed to the Company, and the Company has produced the original of that application. The contents of the application clearly go to show that the Union was aware of the notice dated 28th February 1981 by which the intended reopening of the mine was communicated. It also refers to the date of the reopening of the mines as 10th of March 1981. It is, however, not clear as to what is meant by saying again in the application that the said notice directing the employees to come to work before the 13th March 1981 was not received. There are a large number of complaints in respect of this application about which a detailed application was filed on the 9th of July showing discrepancies in the application stating that some of the signatories therein are not genuine. To my mind, it is needless to go into this controversy in view of what I have stated above. If it is a question of directing the employer to reinstate the employees then it would be necessary to ascertain whether these employees were employed by the mines and had offered themselves for reemployment. I am inclined to believe the evidence of the Union that a number of workmen did appear on 14th or 15th March in the office of the mine and sought work. It may be mentioned that in this connection the Union examined its secretary and two other witnesses who had gone with others to offer themselves for work. It was in the evidence of the Union that Mr. Maraskole and Mr. Arora met them. The Company did not examine either of these persons, but examined one Mr. Umrao Pande who did not know anything in this respect and one Mr. Omprakash Agarwal who is also not aware of the meeting. It is also significant to note that the Company in its written statement contended that other workmen residing in Bhandar Bori were contacted and informed that the mines would be opened with effect from 13th and that miners should report from 10th to 13th. The Company however made no attempt to substantiate this contention. It must, therefore, be rejected. Some of the 268 workmen other than the ones who were employed who did appear for employment at the mines on the 14th of March were not given employment.

22. That employment was not given to them is not disputed. However, it was contended on behalf of the Company that the Company did not employ any outsider and all the workmen who were employed were employees who were previously engaged (see para 13 end). The Company produced a register known as 'E' register showing the names of the employees, the date of their employment and the date of cessation of their employment. This was first produced on the 28th of June 1984 at Camp, Nagpur and questions were put to two witnesses on the basis of that register. It was also stated in the written statement, and with reference to the register it was pointed out, that the remaining 41 workmen were from this register. Similarly the Union did not point out that their names do not appear in this 'E' register. There is, therefore, no evidence to show which are these remaining 41 workmen and whether they are outsiders or miners who were previously employed by the Bhandarbodi Mines but may not have been employed at the time of the closure.

23. As I have pointed out, Sec. 25H only enjoins an opportunity to be given to the retrenched employees who offer themselves for reemployment. This has to be done in the manner prescribed in that behalf in Rule 78 of Industrial Disputes (Central) Rules. That Rule is in the following words :

"78. Re-employment of retrenched workmen.—(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of retrenchment or at any time thereafter :

Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer, individually to the senior-most retrenched workmen in the list referred to in Rule 77 the number of such senior-most workmen being double the number of such vacancies ;

Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen ;

Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.

(2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule ;

Provided that the provisions of this sub-rule need not be complied with by employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under Rule 77."

24. As will be seen from the wording of the Rule that the employer has to display on the notice board at the premises details of the vacancies available and also send by registered post to eligible workmen. This is to be given at the address given by the workmen at the time of retrenchment. The documents produced show that the workmen were instructed to give their addresses for communication in case of reemployment. It is not shown that the workmen whose notices have been returned unserved from the postal authorities had not given these addresses. The grievance of the Union is that they were in the Bhandarbodi village. However, with reference to any particular workmen, it is not shown that he had not given the address noted on the envelope and was at Bhandarbodi all the time. It is also not shown that he had appeared at the mines on the 14th though letter sent to him had been returned unserved. As a matter of fact, when various names from the list were given I had asked the parties to give me a list of such workmen which would show the persons to whom letters were addressed but were returned and whose names appear in the schedule and who were signatories to the application made on their behalf by the Union on the 18th March. However, that was not done. I find it extremely difficult in the absence of such assistance on the part of the parties to specifically say which of the remaining list of workmen out of the scheduled workmen who had offered for reemployment. We have, however, with the aid of the office, framed a list showing the workmen to whom registered letters were addressed and those appearing in the scheduled list to the reference showing also whether they are signatories to the letter of the Union dated 18th March. It is only such of these workmen whose signatures or thumb impressions appear on the application dated 18th and to whom letters were sent by the Company that will have some grievance for reemployment.

25. Rule 78, as pointed out, does not say how much time the employer has to give to the workmen to report for duty. No grievance, therefore, can be made that the notice was short. Besides, it does appear from the very contents of the letter, or the application made by the Union that persons were aware, and the Union apparently was also aware that the mines were being opened on 13th March. If as is contended a large number of workmen varying between 60—80 were present at the mines on 14th or 15th on learning that the mines were working it is not known if they were residing in the village they could not present themselves for work on 13th itself. In a small village the fact of reopening of the mine cannot be secret. It is not possible to hold that anything more than 41 employees could have been employed by the employer and that if they did not appear on the 13th and had not offered themselves for reemployment and the employer appointed others, no fault can be found with the employer. In that view of the matter, the reference must be answered against the employees and in favour of the employer Shriram Durgaprasad holding that it was justified in not reemploying the other workmen other than 109.

26. Award accordingly.

R. D. TULPUL, Presiding Officer
[No. L-27011/1/82-D.III.B]
NAND LAL, Under Secy.

New Delhi, the 29th September, 1984

S.O. 3256.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the Industrial dispute between the employers in relation to the management of Digwadih Colliery of M/s. Tata Iron & Steel Co. Ltd., and their workmen, which was received by the Central Government, on the 20th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 22 of 1983

In the matter of Industrial Disputes under S. 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Digwadih Colliery of Messrs. Tata Iron & Steel Company Ltd. and their workman.

APPEARANCES :

On behalf of the workman.—Shri B. N. Sharma, Joint General Secretary, Janta Mazdoor Sangh.

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 13th September, 1984

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(433)/82-D. III(A), dated, the 11th March, 1983.

SCHEDULE

"Whether the action of the management of Messrs. Tata Iron and Steel Company Limited, in changing the date of employment of Shri Bhagwan Saw from 30-6-1948 to 27-6-1966 is justified? If not, to what relief is the workman entitled?"

Both the parties appeared in the reference. W. S. was filed on behalf of the management but no. W. S. was filed on behalf of the concerned workman. The case was being adjourned for filing of the W. S. on behalf of the concerned workman, on some plea or the other. Shri B. N. Sharma representing the concerned workman submitted before this Tribunal that the concerned workman is not interested to contest the reference as he has drawn all his legal dues and left the colliery where he was employed and as such he does not press the reference.

In view of the fact that the reference is not pressed on behalf of the concerned workman a 'No dispute' Award is passed in this reference.

I. N. SINHA, Presiding Officer
[No. L-20012(433)/82-D.III(A)]

S.O. 3257.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad in the industrial dispute between the employers in relation to the management of Malkera Colliery of M/s. Tata Iron & Steel Company Ltd., Post Office Jamadoba, District Dhanbad and their workmen, which was received by the Central Government on the 20th September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 75 of 1982

In the matter of Industrial Disputes under S. 10(1)(d) of the I.D. Act., 1947.

PARTIES :

Employers in relation to the management of Malkera Colliery of Messrs. Tata Iron and Steel Company Limited, Post Office Jamadoba, District Dhanbad and their workmen.

APPEARANCES :

On behalf of the employers.—Shri S. S. Mukherjee, Advocate.

On behalf of the workmen.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, 17th September, 1984

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947, has referred the following dispute to this Tribunal for adjudication under Order No. L-20012(155)/82-D. III(A), dated the 14th July, 1982.

SCHEDULE

"Whether the action of the management of Malkera Colliery of Messrs Tata Iron and Steel Company Limited, Post Office Jamadoba, District Dhanbad in not regularising/promoting Shri A. K. Ghose as Incharge of Despatch Section (Grade-I) (Clerical) in Malkera Colliery with effect from the 1st November, 1979 is justified? If not to what relief is the workman concerned entitled?"

The case of the management is that the concerned workman Shri A. K. Ghosh was initially appointed as Safety Lamp Checker on 3-7-1944. At present he is working as Clerk Grade-II at Malkera Colliery. He worked as Incharge despatch section for short periods during the temporary vacancies of permanent incumbent and was paid the difference of wages for the period he had temporarily worked as Incharge despatch Section which is clerical Grade-I post. As per agreement between the management and the recognised union, the promotion as Grade-I Clerk is made from amongst the clerks in order of seniority in all collieries/department basis, and the said procedure is followed when promotion in Clerical Grade-I is made. As per decision taken in union management meeting held at Divisional Managers level on 11-4-69 the forfeiture for the claim of promotion was discussed and revised and thereafter it was agreed that if the clerk refused promotion involving transfer from one group to another, he will lose his claim for promotion for a period of 5 years from the date of such refusal. In accordance with the said decisions the concerned workmen along with 9 others were asked by letters dated 14/17-9-79 to give their acceptance whether they are willing to accept the promotion to the post of Grade-I Clerk if offered, in any of the collieries/departments and they were asked to give their acceptance latest by 22-9-79. It was also stated in the said letter that if no reply is received within the specified date, it will be taken that they are not interested in the offer and their claim for promotion will stand forfeited. In pursuance of the above letter the concerned workman by an application dated 21-9-79 put a condition that he was agreeable to accept the promotion of Grade-I Clerk at Malkera Colliery only. He also stated that the post of Grade-I Clerk at Malkera Colliery would fall vacant on 1-11-79 on the retirement of the present incumbent. The management did not agree to the request of the concerned workman for his conditional and anticipatory promotion to Grade-I Clerk at Malkera Colliery only which was to occur after about 2 months when the permanent incumbent was to retire. There was no vacancy of Grade-I Clerk in Malkera Colliery on 22-9-79, the date given to exercise the option. The management again while explain-

ing the position asked the concerned workman to give his acceptance if he was agreeable to the proposition in any other colliery/department as per existing procedure. A permanent vacancy of Incharge Despatch Section fell vacant at Malkera Colliery on superannuation of Shri A. M. Banerjee and the said post was filled up by Shri P. K. Goswami who was senior to Shri A. K. Ghosh and was working at Malkera Colliery. The concerned workman subsequently requested the management to promote him as Incharge Despatch Section at Malkera Colliery after transferring Shri P. K. Goswami to any other colliery. As Shri Goswami was senior to the concerned workman, it was not possible for the management to consider the request of the concerned workman. The management explained the said position to the concerned workman by the letter dated 29-9-80 saying that he was not agreeable to the promotion at any other colliery/department, his claim to the post of Grade-I Clerk has been forfeited for the next five years in accordance with the existing procedure. The concerned workman cannot claim as a matter of right to be posted in a particular colliery after promotion. On the above facts it is submitted on behalf of the management that the action of the management in not promoting the concerned workman as Incharge Despatch Section Grade-I clerk in Malkera Colliery w.e.f. 1-11-79 is justified.

The case of the concerned workman is that he acted as despatch section incharge from time to time since January, 1972. He was in Clerical Grade-II and the management used to pay him the difference of wages for the period he acted as Despatch Section incharge in clerical Grade-I. On the even of the retirement of Shri Banerjee, the concerned workman was posted to work as Incharge of Despatch Section w.e.f. 1-11-79 and continued in that post till 1-7-80. On 2-7-1980 the management posted Shri P. K. Goswami as Despatch Section Incharge though he had no prior experience of working of Despatch Section of Malkera Colliery. The concerned workman had become qualified for confirmation in the post of Despatch Section Incharge in terms of the provisions of the Standing Orders. But the management deprived him of his proper upgradation in the post of Despatch Section Incharge w.e.f. 1-11-79. It is submitted that he should be deemed to have been confirmed in the post of Incharge of Despatch Section and placed in Clerical Grade-I w.e.f. 1-11-79 with all consequential effects.

The only question to be determined in this case is whether the management was justified in not promoting the concerned workman as Incharge of Despatch Section in Clerical Grade-I in Malkera Colliery w.e.f. 1-11-79.

MW-1 is working as Clerk in the Personnel Department at Jamadoba. He had worked with the concerned workman in Malkera Colliery. He has stated that the concerned workman had sometimes officiated in Grade-I as Incharge Despatch Section and had received the difference of wages for the period he had officiated in Grade-I. He has stated that the promotion from Grade-II to Grade-I is given on the seniority basis taking into consideration all the employees of the Collieries/department of Tata. He has exhibited Ext. M-1 dated 14-9-79 which shows that 10 Clerks including the concerned workman in Clerical Grade-II were asked if they would accept the promotion to the post of Clerical Grade-I, if offered at any of the Colliery/department either in Jamadoba or Sijua Groups and they were asked to send the reply by 22-9-79. It was also stated that if no reply was received from them by the said date, it will be taken for granted that they are not interested in the offer and that their claims for promotion will stand forfeited without any further reference. Ext. M-2 is a letter dated 21-9-79 by the concerned workman to the Chief Personnel Manager in connection with the letter Ext. M-1. It will appear from this letter that if he is offered promotion to Grade-I Clerk as Incharge Despatch Section of Malkera Colliery, then only he is agreeable to accept promotion to Grade-I Clerk. Ext. M-3 dated 16/18-9-80 is a letter from the Chief Personnel Manager (C) to the concerned workman in reply to the letter dated Ext. M-2 in which it is stated that there was no vacancy at Malkera Colliery and he was asked whether he was willing to accept the promotion of Clerical Grade-I in any of the Collieries/department and the concerned workman was asked to reply by 22-9-80. Ext. M-4 dated 20-9-80 is a letter from the concerned workman to the

Chief Personnel Manager in which he has referred to his previous letter and stated that promotion to the post of Clerical Grade-I is acceptable to him if only the post of Incharge Despatch Section Malkera Colliery is offered to him which was to be effected due to superannuation of the then Incharge Despatch Section Malkera from 1-11-79. He has further stated that he had worked as Incharge Despatch Section from 1-11-79 to 1-7-80 and was reverted on 2-7-80 when Shri P. K. Goswami was promoted to the said post in spite of the Standing Orders of the Tisco. Collieries. Thus it will appear from the said correspondence that the concerned workman was asked to send his acceptance whether he was agreeable for promotion to the post of Clerical Grade-I if offered at any of the collieries in Jamadoba or Sijua Groups and that the concerned workman had refused and he was agreeable to accept the promotion only if he was offered promotion to Grade-I Clerk as Incharge Despatch Section at Malkera Colliery.

Ext. M-6 is the minutes of the union meeting held with the Divisional Manager on 11-4-69 at Jamadoba. The first agenda is regarding the promotion of Clerks. It was agreed between the management and the union representatives that (a) promotion will continue to be on all colliery basis, (b) if a clerk refused promotion involving transfer from one group to another, he will loose his claim for promotion for a period of five years from the date of such refusal, (c) if a clerk refused promotion within the same group the bar will be for a period of 7 years, and (d) in case of refusal for second time the party will loose chance for promotion for ever. It will be clear from the minutes that there was an agreement by which if a clerk refused promotion involving transfer from one group to another, he will loose his claim for promotion for the period of five years from the date of such refusal. Ext. M-5 dated 29th of September, 1980 is the letter from the Chief Personnel Manager to the concerned workman which shows that since the concerned workman was not interested for promotion in any of the Collieries/department other than Malkera Colliery, his claim for promotion as such is forfeited for another five years. This forfeiture of promotion of the concerned workman was in accordance with the agreement between the management and the union of workmen vide Ext. M-6 and the management appears to have been justified in not promoting the concerned workman as he had refused to be posted on promotion at any of the Collieries/department either in Jamadoba or Sijua Groups of the management.

MW-1 has stated that when there was a vacancy of Grade-I Clerk in Malkera Colliery Shri P. K. Goswami was promoted as he was the Senior Most clerk. Thus, it does not appear that the concerned workman was senior most Clerk so that the management might have considered his request for being posted at Malkera Colliery. MW-1 has further stated that as the concerned workman did not accept the promotion of Grade-I he continued in Clerical Grade-II and by now he has retired.

In view of the facts and the evidence discussed above, I hold that the action of the management of Malkera Colliery of M/s. Tisco. Ltd. in not promoting the concerned workman as Incharge of Despatch Section in Clerical Grade-I in Malkera Colliery w.e.f. 1-11-79 is justified. Accordingly, the concerned workman is not entitled to any relief.

I. N. SINHA, Presiding Officer
[No. L-20012(155)/82-D. III(A)]
A.V.S. SARMA, Desk Officer

New Delhi, the 1st October, 1984

S.O. 3258.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Government Opium and Alkaloid Works Undertakings, Neemuch and their workmen which was received by the Central Government on the 21st September, 1984.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Case No. CGIT/LC(R)/(49) of 1981

PARTIES:

Employers in relation to the Management of Government Opium & Alkaloid Works Undertakings, Neemuch (MP) and their workman Shri R. K. Pathak.

APPEARANCES:

Shri Chafekar with Shri B. G. Nema, Advocate—for the Management.

Shri L. P. Bhargava with Shri Kuldip Bhargava, Advocate—for the Union.

INDUSTRY: Opium and Alkaloid Manufacture.

DISTRICT: Mandsaur (M.P.).

AWARD

The Central Government vide notification No. L-42012 (27)/81-L.IIB, dated 9-12-1981 in exercise of its powers under section 10 of the Industrial Disputes Act referred the following dispute for adjudication:—

“Whether the action of the Management of Government Opium and Alkaloid Works Undertaking, Neemuch, in terminating the services of Shri Rishi Kumar Pathak, Technical Grade II of Government Opium and Alkaloid Works Undertaking, Neemuch with effect from 2-2-1981 is justified? If not, to what relief is the concerned workman entitled?”

The facts in brief are these, R. K. Pathak was appointed as ‘Worker Category II’ redesignated as ‘Technical Grade II’, with effect from 1st of March, 1975. He was earlier a Peon in the Department of Revenue, Ministry of Finance, Government of India and had served from 2-8-1972 to 28-2-1975. He happened to be the Vice President of Government Opium and Alkaloid Employees Sangh, Neemuch. The employer is Government Opium and Alkaloid Works Undertaking which carries on the activity of manufacturing opium and alkaloid. The Undertaking is run under the Ministry of Finance.

Pathak was challaned by the police in a case under section 353, 452 and 506, Indian Penal Code. On 21-1-1980 proceedings under section 107, Code of Criminal Procedure were started against him in the Court of the S.D.M., Neemuch. He was asked to execute a bond in the sum of Rs. 1,000 by an order dated 19-12-1979. In the other case, Pathak was acquitted in the year 1982. However, at the material time, the latter criminal case was pending and Pathak's contention is that he had been falsely implicated by the Management in the criminal case as he was trying to expose the Management in various ways. According to him, the high-ups in the Management were smuggling opium and a big quantity of opium valued at Rs. 21,00,000 was found in the possession of Latif, an employee of the Undertaking. The Management was, therefore, sore on this account. It was alleged by the Management that he had assaulted and intimidated two officers of the Undertaking.

Services of Pathak were terminated by an order dated 2-2-1981. Before passing this order of termination, he had been placed under suspension by an order dated 24-10-1978. The suspension had been ordered on the ground that the criminal case was pending against him. The order of suspension was revoked before terminating his services. By an order dated 2-2-1981 it was stated that the period from 24-10-1978 to 1-2-1981, that is the period during which he remained under suspension, shall be treated as dies non. According to the Management, it was necessary to do so as they had to exercise powers under rule 5 of the Central Services (Temporary Service) Rules (hereinafter called the Rules) to terminate the services.

The Union which has taken up the case of Pathak contends that he has been victimised and the Management committed several unfair practices. Moreover, it was contended that there had been non-compliance of Section 25-F of the Industrial Disputes Act. The termination was illegal.

No notification was brought to my notice under which it was declared by the president that for the employees of the above undertaking Central Services (Temporary Service)

Rule would apply. It was also contended that termination was mala fide inasmuch as the five other workmen who had been actually convicted by the trial Court and fined in the trial of criminal offences, were not removed from service. He had expressly pleaded in his written statement that his Union had lodged a complaint about the theft of morphine and other dangerous drugs. The General Manager, Mr. S. P. Bhatnagar resigned in the year 1979. Many other Engineers and Chemists also left the Plant. The Plant was thus managed by the Acting General Manager. The Union had sent a letter to the Prime Minister on 26-12-1980 and on the night intervening 12/13-5-1981 when the C.B.I. made a search, about 21.25 kg of morphine valued at Rs. 20 lakhs was recovered and it was found to belong to this Undertaking. It was under this background that the workman had been suspended, criminal cases started against him and eventually his services terminated. According to the Management, the Magistrate in the case under section 107, Code of Criminal Procedure found that it was necessary to take bond in the sum of Rs. 1,000 for good behaviour from Pathak. He was, therefore, a dangerous type of person and had intimidated two of the officers and tried to assault them. The criminal cases were pending when action under section 5 of the Rules was taken. The Management further contends that it had full authority to invoke rule 5(1) of the Rules.

The most important question that requires consideration in this case is whether Pathak had been retrenched? There had been no compliance of section 25-F of the Industrial Disputes Act. If it is held that the termination of Pathak amounts to retrenchment, he would be deemed to be in service and the order of termination or retrenchment void ab initio. I would, therefore, straightway take up this point. It has been contended by Shri Chafekar, learned counsel for the Management that the Neemuch undertaking would not come within the definition of Industry contained in section 2(k) of the Industrial Disputes Act as it would clearly fall in exception 6 to the said clause. It would not fall under the definition of ‘Industry’ under the Industrial Disputes Act if the activity of the Government is relateable to sovereign functions of the Government. In *Nashirwar v. State of M.P.*, (1957) SCR 874, Ray C.J. referred to Das C.J.'s observations when he said that gambling could not be regarded as trade or business within the meaning of Article 19(1)(f) and (g). The observations read as under:—

“Das C.J. (in *Chamarbaugwala's* case) said that gambling could not be regarded as trade or business within the meaning of Art. 19(1)(f) and (g) and Article 301. Inherently vicious activities cannot be treated as entitling citizens to do business or trade in such activities. No one can deal in counterfeit coins or currency notes. Das C.J. held that activities which are criminal or dealing in articles or goods which are *res extra commercium* could not have been intended to be permitted by Article 19(1)(f) and (g) relating to fundamental rights to trade or business.”

Dealing with the fundamental right of the citizen to carry on trade or business in liquor, it was pointed out that the Government had the police power required to enforce public morality to prohibit trade in noxious or dangerous goods or in such goods which were *res extra commercium*. The manufacture of opium and opium alkaloid and dealing in them was *res extra commercium* and no citizen had a right to do business in them or to deal in them. The State was enjoined to enforce public morality to prohibit trade in opium and alkaloid and such other goods. The State could, therefore, prohibit a citizen from dealing in such goods. Preservation of public morality was a sovereign function of the State. Therefore, it was urged that manufacture of opium and alkaloids was relateable to such sovereign function.

The above observations in *Nashirwar's* case were with reference to fundamental rights of a citizen to deal in noxious drugs. Subba Rao, C.J. in *Krishan Kumar v. J&K* (1967) ASC 1368 rejected the contention that there could be no business in liquor and observed that morality or otherwise of a deal did not affect its character as a business, and therefore, dealing in liquor was business. Assuming that the above observations were watered down by the rule of dictum of Das J. in *Nashirwar's* case (supra), I am of the opinion that we are not concerned here with the right of a citizen to deal in alkaloid and opium but what is manifest is that there is an industry to manufacture opium. This industry is carried by the State. It has all the ingredients of an industry. It

may be the privilege of the Government to do business in such industry or to regulate the business but if it gives licence to manufacture opium to someone it shall remain an industry to manufacture opium. The sovereign function is to see that public morality is maintained and it cannot be said that an industry to carry on manufacture of opium has any relevance or relation to the sovereign function. It is one thing that such an industry could not be permitted to be run by the citizen and the citizen cannot claim a fundamental right thereto but it is wholly a different matter that when the manufacture of opium is done, it was a sovereign function. The State does not delegate its sovereign function to the citizen or create an agency to discharge it. The sovereign function is executed by the State itself. There is, therefore, no doubt that Industrial Disputes Act's definition of Industry would be applicable with all its incidents to the establishment of alkaloid and Opium Factory, Neemuch. The character of the activity does not change merely because it is done by the Government. The activity is essentially commercial and the restrictions imposed on the citizen's right to deal in such activity, because it is noxious, does not make it a sovereign function of the Government when carried on by it. The Government has a right to control the noxious activity but the activity is not related to any functions of the State which could be called a sovereign function.

Pathak had been in continuous service of the factory since 1-3-1975. His services could be terminated under the Industrial Disputes Act for misconduct or the termination would

be retrenchment. For terminating services on the ground of misconduct, a procedure is envisaged under the Act which undoubtedly has not been followed. The case of the Management also is that they have terminated the services under rule 5.1 of the Rules. The above Rules do not supersede the provisions of the Industrial Disputes Act. It is now well settled that termination of services would be retrenchment unless it is covered by exceptions to section 2(oo). The termination in the circumstances of the case clearly amounts to retrenchment.

The Central Civil Services (Temporary Service) Rules, 1965, even if they are applicable would not help the Management as the removal would still be retrenchment since the provisions of the Industrial Disputes Act would apply to the workers of the present undertaking. I have already stated that no notification has been brought to my notice as would exclude operation of the said Act in such cases. In view of the above, the termination would be void ab initio and the worker would be entitled to reinstatement. I accordingly order that he be reinstated forthwith and be paid back wages. In the peculiar circumstances of the case, there will be no order as to costs.

Dated : 19-9-1984.

JUSTICE K. K. DUBE, Presiding Officer.
[No. L-42012(27)/81-D.II(B)]
HARI SINGH, Desk Officer